



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, December 17, 2025
5:00 PM

Councilor Justin Fosso
Councilor John Schweiberger
Councilor James Bayliss
Councilor Jay Hildenbrand
Councilor Jennifer Hoffman Saccoman
Councilor Chris Whitney
Mayor Pete Hyduke

City Administrator Greg Pruszinske
City Clerk-Dep Admin Candie Seppala
Finance Dir - Treasurer Sheena Mulner
City Attorney Andy Borland
Chief of Police Steve Estey
City Engineer Jesse Story

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE:

III. ADDS AND DELETES:

1. ADDs: CONSENT AGENDA #13, #14, #15, #16 & #17

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of December 3, 2025
2. Approve the Minutes of the Hibbing City Council Workshop of December 3, 2025

VI. CONSENT AGENDA:

1. Approve Accounts Payable dated December 12, 2025, checks #181606-181724 and drafts totaling \$2,334,293.27
2. Approve City Payroll for the pay period ending November 28, 2025 in the amount of \$640,039.07
3. Approve the Comp/Police School Payout paid December 12, 2025 in the amount of \$115,995.44
4. Authorize Milliman to prepare the valuation of the City's post-employment benefit program (OPEB) for fiscal years ending December 31, 2025, and December 31, 2026 in the amount of \$14,800.
5. Approve the posting of one Full-Time Equipment Operator I position for Public Works.
6. Approve the modified position classifications and grades effective January 1, 2026.
7. Approve the 2026 Fee Schedule

8. Approve the professional services agreement with JLG Architects for the Hibbing Recreation Center to perform feasibility, pre-design, and site selection services.
9. Approve the professional services agreement with Widseth for the Hibbing Public Library Tech Center and Restrooms Renovation.
10. Approve the professional services agreement with Adolfson & Peterson Construction for the City Hall Window project.
11. Approve the Mayor to Sign a Letter of Support for the HRA of Hibbing's Section 18 application for Cobb Cook Place Apartments and Missabe Manor (Currently Known as Haven Court Apartments)
12. Authorize the Mayor to sign the Letter of Support for the St. Louis County's #1 Legislative Priority - Canyon Integrated Solid Waste Management Campus (SF 330 / House File 573)
13. Authorize the Mayor to sign a Letter of Support to the US Department of Commerce for the US Highway 169 Stormwater Mitigation Project
14. Approve Resolution No. 25-12-08 Approving Memorandum of Understanding between the City of Hibbing and AFSCME Local Union No. 791.
15. Approve the Raffle Permit Application Request of the Greenhaven Parent Teacher Organization to hold their raffle on February 27, 2026 at the Greenhaven School

Raffle Permit #25-12-01
16. Authorize the hire of Michael Sirjord for the Full-Time Equipment Operator I position pending pre-employment contingencies.
17. Authorize the Mayor to sign the Request for Proposals response letter to Range Regional Animal Rescue
18. Set the next Hibbing City Council Regular & Reorganizational Meeting for Wednesday, January 7, 2026 at 5: 00 p.m. in the Hibbing City Hall Council Chamber
19. Set the next Hibbing City Council Workshop Meeting for Wednesday, January 7, 2026 following the 5:00 p.m. Regular Meeting in the Hibbing City Hall Council Chamber

VII. PUBLIC FORUM:

VIII. BOARDS AND COMMISSIONS:

1. **CHISHOLM-HIBBING AIRPORT AUTHORITY (CHAA):**
1 three-year term ending December 31, 2028
Applicants:

- Mark Antonich
- Mike Furlong

- Duane Swanson
- Eric Thomsen

2. **GAMBLING COMMISSION:** We do not have enough applicants to make any decisions at this time. We will hold Mr. Violette's application until further notice.

3 one-year, two-year or three-year terms ending December 2026-2028

Applicants:

- Greg Violette

3. **HERITAGE PRESERVATION COMMISSION:** Applicant is not a local architect or a Planning Commission Member. Will keep the application on file.

1. A local architect
2. A current Planning Commission member

- Kelle Degnan

4. **HIBBING ECONOMIC DEVELOPMENT AUTHORITY (HEDA):**

1 six-year term beginning April 1, 2026, and ending Dec. 31, 2031

Applicants:

- Corey Lubovich
- Jim Skalski
- Kalen Steel - Withdrew his application on 12/15/2025
- Stacie Steinberg

5. **HOUSING AND REDEVELOPMENT AUTHORITY (HRA):**

1 five-year term ending Dec. 31, 2030

Applicants:

- Darlene Majkich

6. **HUMAN RIGHTS COMMISSION:**

2 three-year terms ending Dec. 31, 2028

Applicants:

- Tiffany Schleppegrell
- Wendy Griffiths

7. **PLANNING COMMISSION:**

1 three-year term ending December 31, 2028

Applicants:

- Jared Lubben

IX. MAYOR AND COUNCIL REPORTS:

1. Mayor Pete Hyduke
 - a. Summary of conclusions of evaluation of performance of City of Hibbing employee pursuant to Minn. Stat. 13D.05, subd. 3(a).

X. DEPARTMENT AND COMMITTEE REPORTS:

1. City Engineering Jesse Story

- a. Authorize the Mayor to sign the Letter of Support of the US Highway 169 Stormwater Mitigation Project for the City of Hibbing's application for Federal Disaster Supplemental Funding to advance the stormwater mitigation and roadway resilience project along US Highway 169 from 1st Avenue to the Highway 37 round-a-bout

2. City Attorney Andy Borland

- a. Offer Ordinance XXX AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 2 ENTITLED "ADMINISTRATION AND GENERAL GOVERNMENT", BY AMENDING SECTION 2.49 ENTITLED 'SALARIES OF MAYOR AND COUNCIL MEMBERS'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 2.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.
- b. PLACEHOLDER - Offer RESOLUTION NO. 25-12-09 FOR THE CITY CLERK TO SIGN AN ORDER OF REGARDING THE KEVIN ANDERSON PROPERTY
- c. Offer Ordinance No. XXX AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.39 ENTITLED 'CHISHOLM-HIBBING AIRPORT ZONING ORDINANCE'; AND, ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.
- d. Ordinance No. XXX AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 2 ENTITLED "ADMINISTRATION AND GENERAL GOVERNMENT" BY AMENDING SECTION 2.49 ENTITLED "SALARIES OF MAYOR AND COUNCIL MEMBERS"; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 2.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

3. City Administrator Greg Pruszinske

- a. City Administrator's Report

XI. BIDS AND QUOTES:

1. Superintendent of Wastewater Treatment Plant Dave Hurd

- a. Approve the purchase of rotors, stators, drive shafts, seal kits, and gear joint kits to Liberty Process Equipment in the amount of \$10,786.00 plus shipping (for restocking parts at the Treatment Plant)

XII. ADJOURNMENT:

CITY OF HIBBING (6195543)
401 E 21ST ST
HIBBING, MN 55746-1854
United States
41-6005232

Payroll Recap & Funding
Biweekly Regular 12/05/2025

Pay Date: 12/05/2025

Payroll Overview

Payroll	Biweekly Regular 12/05/2025		
Pay Date	12/05/2025		
# Employees	165		
# Paid Employees	165		
# Regular	165		
# Pay Periods	1		
Base Compensation Changes	6		
New Hires	1		

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	224	165	284,995.40 ^D
Total			284,995.40
(D) POD6 UKG Payroll Services Admin Debit			-284,995.40
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	141	38,620.40
FICA/ER	41-6005232	106	13,751.47
FICA/EE	41-6005232	106	13,751.47
MEDI/ER	41-6005232	165	6,041.56
MEDI/EE	41-6005232	165	6,041.56
SIT:MN/EE	8022766	144	17,668.00
Total			95,874.46
Your Remaining Tax Liability			95,874.46

Vendor Liabilities

	EE's	\$ Amount
City of Hibbing Insurance	134	147,715.80 ^D
EMPOWER	66	9,783.97
HIBBING POLICE ASSOCIATION	14	140.00 ^D
Lincoln Financial Group	18	4,164.94
MN CHILD SUPPORT PAYMENT CE	3	851.39 ^D
MN DEPT OF REV	1	340.89
MN PERA	140	94,043.26
NATIONWIDE	14	2,040.00
NCPERS GROUP LIFE INS C/O ME	4	64.00 ^C
PREMIUM PROCESSING	1	24.96
Total		259,169.21
(D) POD6 UKG Payroll Services Admin Debit		-148,707.19
(C) Vendor Checks		-64.00
Your Remaining Vendor Liability		110,398.02

Total

Total	640,039.07
POD6 UKG Payroll Services Admin Debit	-433,702.59
Total of Your Responsibility	206,336.48

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	12/04/2025	x0087	148,707.19
Empl. Dir. Dep. SPA	12/04/2025	x0087	284,995.40
Total Debits			433,702.59

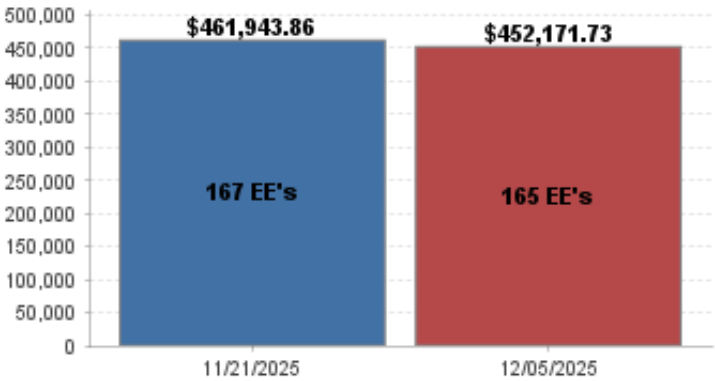
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	148,707.19
Vendor Checks	64.00
Tax Payment	95,874.46
Empl. Dir. Dep. SPA	284,995.40
Total	529,641.05

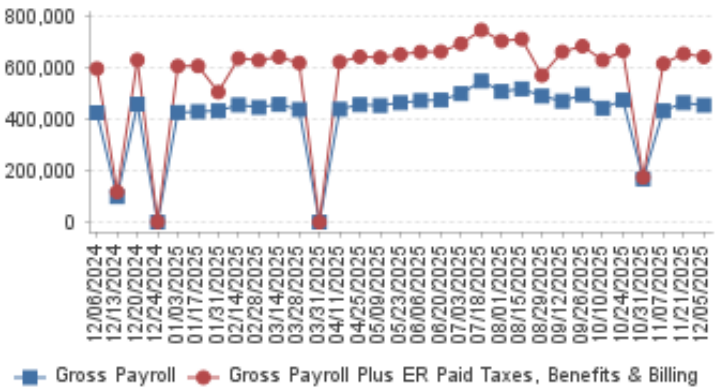
General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	452,311.09	
ER Deduction	167,934.95	
ER Tax (Offset)	19,793.03	
ER Tax		19,793.03
Tax		76,081.43
Deduction		91,234.26
ER Deduction (Offset)		167,934.95
Direct Deposit		284,995.40
	640,039.07	640,039.07

Comparison To Last Pay Period - Gross Wages



Rolling 12 Month Payroll View



Grouped By: None
Sorted By: None
Filtered By: None

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City of Hibbing



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CITY OF HIBBING (6195543)
401 E 21ST ST
HIBBING, MN 55746-1854
United States
41-6005232

Payroll Recap & Funding
COMP TIME PAY OUT-12/12/2025

Pay Date: 12/12/2025

Payroll Overview

Payroll	COMP TIME PAY OUT
Pay Date	12/12/2025
# Employees	49
# Paid Employees	49
# Regular	49

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	69	49	70,953.71 ^D
Total			70,953.71
(D) POD6 UKG Payroll Services Admin Debit			-70,953.71
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	36	9,523.37
FICA/ER	41-6005232	14	865.16
FICA/EE	41-6005232	14	865.16
MEDI/ER	41-6005232	49	1,418.38
MEDI/EE	41-6005232	49	1,418.38
SIT:MN/EE	8022766	41	4,257.00
Total			18,347.45
Your Remaining Tax Liability			18,347.45

Vendor Liabilities

	EE's	\$ Amount
MN PERA	49	26,694.28
Total		26,694.28
Your Remaining Vendor Liability		26,694.28

Total

Total	115,995.44
POD6 UKG Payroll Services Admin Debit	-70,953.71
Total of Your Responsibility	45,041.73

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Empl. Dir. Dep. SPA	12/11/2025	x0087	70,953.71
Total Debits			70,953.71

Cash Requirements: x0087

	\$ Amount
Tax Payment	18,347.45
Empl. Dir. Dep. SPA	70,953.71
Total	89,301.16

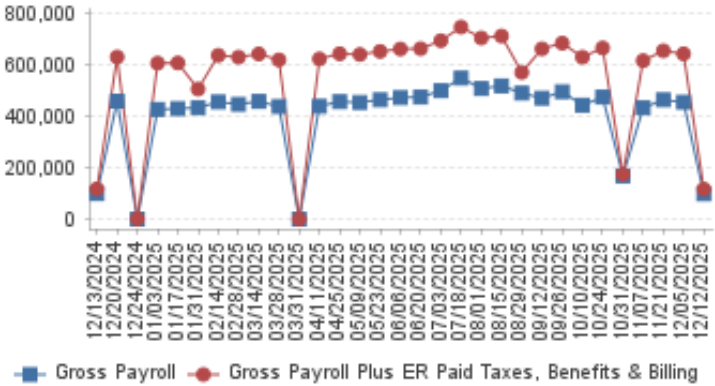
General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	97,820.92	
ER Deduction	15,890.98	
--More--		

General Ledger Summary - Continued

	Debit/Exp.	Credit/Liab.
ER Tax (Offset)	2,283.54	
ER Tax		2,283.54
Deduction		10,803.30
ER Deduction (Offset)		15,890.98
Tax		16,063.91
Direct Deposit		70,953.71
	115,995.44	115,995.44

Rolling 12 Month Payroll View



Grouped By: None
Sorted By: None
Filtered By: None

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City of Hibbing



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CITY OF HIBBING

STATEMENT OF WORK FOR 2025 - 2026

Basic Services are those actuarial and professional services described below that are to be performed by Milliman, Inc. ("Milliman") at City of Hibbing's ("Client")'s request with respect to the Client's retirement program. Milliman's provision of the services and deliverables set forth herein, and the Client's receipt of the same, is subject to the terms and conditions of the Consulting Services Agreement between Milliman and the Client dated April 5, 2006.

- Census file update - request and process the census data, compile questions, and check for reasonableness of the data submitted.
- Study the sources of actuarial gains and losses and analyze the plan's experience to evaluate the appropriateness of the actuarial assumptions; recommend changes in the assumptions if they are deemed to be inappropriate for assessing the plan's long-term liabilities and financial health.
- Compile the results in a comprehensive formal written report which will act as a summary of the plan's funded status and provide background information about the actuarial methods and assumptions used, the chief provisions of the plan, and summary information about the plan's population and assets.
- Milliman proposes utilizing an actuarial valuation date (i.e. data collection point) of January 1, 2025. Since GASB allows biennial actuarial valuations, it is our understanding that this actuarial valuation date can be the basis to prepare the results for the fiscal years ending December 31, 2025 and December 31, 2026.
- Milliman proposes utilizing a measurement date twelve months prior to the fiscal year end (reporting date), as allowed under GASB 75. This is consistent with the previous GASB 75 report completed for the fiscal year ending December 31, 2024.
- Prepare the disclosure information required by GASB75 and provide any other information requested by the Client's auditor.

Special Services are actuarial and administrative services that are performed by Milliman at the Client's request that fall outside of the scope of Basic Services. Examples include experience studies, funding policy studies, asset/liability studies, evaluating the impact of legal, regulatory, accounting, or plan changes, assisting with administrative matters, reviewing plan amendments, and communication projects including meetings with employees.

Milliman can estimate fees in advance for Special Services projects that have a well-defined scope. These good faith fee estimates will be based on the billing rates shown below and the estimated hours needed to complete the project. However, actual billing will reflect the Milliman charges at the billing rate schedule. In the event the scope of a project changes or other changes cause the fee to exceed the good faith estimate, Milliman will immediately notify the Client.

Fixed Fees for Basic Services

A flat fee of \$14,800 to prepare the valuation of the City's postemployment benefit program for fiscal years ending December 31, 2025 and December 31, 2026.

These fees assume that the census and financial data furnished to Milliman is clear and complete, and is provided in a format that permits efficient and accurate processing.

Hourly Rates for Special Services

Senior consultants	\$480 - \$625
Consultants	\$400 - \$480
Senior analysts	\$340 - \$400
Analysts	\$240 - \$340
Administrative	\$215 - \$235

Acceptance

The Client acknowledges the obligation to pay Milliman for services rendered, whether arising from the Client's request or otherwise necessary as a result of this engagement. Milliman will bill the Client periodically for services rendered and expenses incurred. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

The Client's transmittal of updated census data constitutes the Client's acceptance of the terms outlined herein.

Job Classification Grade Changes

Effective: January 1, 2026

Job Class	Current Grade	Modified Grade
Patrol	11	12
Narcotics Officer	11	12
Sergeant	12	13
Patrol II	12	13
Narcotics Officer II	12	13
Sergeant II	13	14
Investigator	13	14
Captain	14	15
Investigator II	14	15
Captain II	15	16
Commander	15	16
Deputy Police Chief	16	17
Police Chief	19	20
Fire Chief	18	19
Human Resources Director	17	19



City of Hibbing

2026

Fee Schedule

Approved 12-17-2025

Effective 1-1-2026

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To reference the city ordinances in this schedule, please visit <https://www.hibbingmn.gov/177/City-Ordinances> or <https://www.hibbingmn.gov/> (Government > City Ordinances).



2026 Fee Schedule

ALCOHOL LICENSES AND PERMITS

<i>License Type</i>		<i>Fee Eff. 10/15/2012</i>	<i>Account Code</i>
Beer	On-Sale License	\$140.00	101 32-2116
	Off-Sale License	\$90.00	101 32-2117
Liquor ¹	On-Sale License	\$1,875.00	101 32-2110
	Off-Sale License	\$200.00	101 32-2111
	Sunday License	\$185.00	101 32-2113
	Club License - Membership of:		101 32-2112
	▪ 200 or less ▪ 201 - 500 ▪ 501 - 1,000 ▪ 1,001 - 2,000	\$300.00 \$500.00 \$650.00 \$800.00	
Wine	Wine License	\$190.00	101 32-2115

OTHER LICENSES, PERMITS AND FEES

<i>License/Permit/Service</i>	<i>Fee Eff. 10/15/2012</i>	<i>Account Code</i>
Assessment Searches	\$20.00	101 34-4107
Election Filing Fee	\$5.00	101 32-2199
Non-Sufficient Funds (NSF) Fee	\$30.00	101 36-6231
Pawnbroker License	\$50.00	101 32-2162
Taxicab License	\$33.00/Taxicab	101 32-2163
Amusement License	\$15.00/Device	101 32-2170
Cigarette License	\$100.00	101 32-2180
Peddler License		101 32-2182
One Year	\$250.00	
One Day	\$50.00	
Raffle License	\$15.00	101 32-2183
Cable Franchise Fee License	5% of Gross Revenues	101 32-2186
Massage Parlor License	\$50.00	101 32-2187
Dog License (Can pay up to 3 years)		101 32-2240
Neutered/Spayed	\$7.00/Year	
Not Neutered/Spayed	\$10.00/Year	
Duplicate Tags (If lost)	\$0.25	
Kennel License	\$10.00/Year	101 32-2241
Public Data Request		101 36-6231
100 or Fewer Paper Copies (One-sided)	\$0.25/Page	
100 or Fewer Paper Copies (Two-sided)	\$0.50/Page	
Most Other Types of Copies	Actual Cost ²	

¹ If the liquor license holder has not had an underage within 2 years, a 5% reduction in fee is applied.

² In determining the actual cost of making copies, we include employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). We do not charge for costs related to separating public from not public data. If your request is for copies of data that we cannot copy ourselves, such as



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (ACCOUNT CODE 101 32-2209)

RESIDENTIAL HOUSES: (need Plan Review, Site plan, Zoning & SSC)

Single Family Dwelling .005 of project value
(\$150/sq. ft. minimum) \$75.00 minimum fee

Manufactured Home on Slab .003 of project value
\$75.00 minimum fee

Manufactured Home with Basement .004 of project value
\$75.00 minimum fee

Addition to Single Family Dwelling (Porch) .005 of project value
(\$150/sq. ft. minimum) \$75.00 minimum fee

Exterior and/or Interior Remodel under \$7,500 \$70.00 + \$1.00 SSC
No Plan Review Fee

Exterior and/or Interior Remodel over \$7,500 \$90.00 + \$1.00 SSC
No Plan review Fee

RESIDENTIAL GARAGES: (need Plan Review, Site plan, Zoning & SSC) (\$60/sq. ft. minimum)

Under 1,000 square feet \$70.00

Over 1,000 square feet \$85.00

Addition under 1,000 square feet \$60.00

RESIDENTIAL SHEDS:

Up to 144 square feet \$20.00 Zoning Permit

RESIDENTIAL DECKS & FENCES: (need Site Plan)

Decks under 30 inches & Fences 6 feet high or less \$20.00 Zoning Permit

Decks over 30 inches \$35.00 Building Permit
& Fences over 6 feet high (need zoning & SSC)
No Plan Review Fee

photographs, we will charge you the actual cost we must pay an outside vendor for the copies. Actual cost will not exceed \$25.00 per hour for employee time.

³ This schedule is meant to serve as a guide. Please contact the building and housing department to determine your applicable fee before sending in any payments. Rates effective as of 9/15/2022.



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

RESIDENTIAL PLAN REVIEW FEES

<u>TOTAL PROJECT VALUATION</u>	<u>PLAN REVIEW FEE</u>
\$3,000.00 or less	\$20.00
\$3,001.00 to \$5,000.00	\$31.00
\$5,001.00 to \$10,000.00	\$44.00
\$10,001.00 to \$15,000.00	\$57.00
\$15,001.00 to \$20,000.00	\$70.00
\$20,001.00 to \$25,000.00	\$82.00
\$25,001.00 to \$30,000.00	\$93.00
\$30,001.00 to \$35,000.00	\$103.00
\$35,001.00 to \$40,000.00	\$112.00
\$40,001.00 to \$45,000.00	\$122.00
\$45,001.00 to \$50,000.00	\$132.00
\$50,001.00 to \$55,000.00	\$139.00
\$55,001.00 to \$60,000.00	\$145.00
\$60,001.00 to \$65,000.00	\$152.00
\$65,001.00 to \$70,000.00	\$158.00
\$70,001.00 to \$75,000.00	\$165.00
\$75,001.00 to \$80,000.00	\$171.00
\$80,001.00 to \$85,000.00	\$178.00
\$85,001.00 to \$90,000.00	\$184.00
\$90,001.00 to \$95,000.00	\$191.00
\$95,001.00 to \$100,000.00	\$197.00



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

RESIDENTIAL PLAN REVIEW FEES (CONTINUED)

TOTAL PROJECT VALUATION

\$100,001.00 to \$500,000.00

\$500,001.00 to \$1,000,000.00

\$1,000,001.00 and up

PLAN REVIEW FEE

\$197.00 for the first \$100,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00

\$997.00 for the first \$500,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00

As per formula on current SBC schedule



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

COMMERCIAL BUILDING PERMIT FEES

TOTAL PROJECT VALUATION

BUILDING PERMIT FEE

\$1.00 to \$500.00

\$25.00

\$501.00 to \$2,000.00

\$25.00 for the first \$500.00
plus \$3.25 for each additional
\$1,000.00 or fraction thereof,
to and including \$2,000.00

\$2,001.00 to \$25,000.00

\$73.50 for the first \$2,000.00
plus \$14.75 for each additional
\$1,000.00 or fraction thereof,
to and including \$25,000.00

\$25,001.00 to \$50,000.00

\$415.75 for the first \$25,000.00 plus
\$10.75 for each additional \$1,000.00
or fraction thereof, to and including
\$50,000.00

\$50,001.00 to \$100,000.00

\$682.50 for the first \$50,000.00 plus
\$7.50 for each additional \$1,000.00
or fraction thereof, to and
including \$100,000.00

\$100,001.00 to \$500,000.00

\$1,053.50 for the first \$100,000.00
plus \$6.00 for each additional
\$1,000.00 or fraction thereof, to and
including \$500,000.00

\$500,001.00 to \$1,000,000.00

\$3,427.75 for the first \$500,000.00
plus \$5.00 for each additional
\$1,000.00 or fraction thereof, to and
including \$1,000,000.00

\$1,000,001.00 and up

\$5,945.25 for the first \$1,000,000.00
plus \$4.00 for each additional
\$1,000.00 or fraction thereof



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

COMMERCIAL PLAN REVIEW FEE

0.65 of the Building Permit Fee

STATE SURCHARGE FEE

Set fees \$1.00

.0005 times the project valuation

if over \$1,000,000.00 use SSC calculator

ZONING PERMIT

Residential \$20.00

Commercial \$75.00

ZONING AMENDMENT

Text \$265.00

Boundaries \$350.00 plus
\$5.00 an acre or portion thereof

CONDITIONAL USE/INTERIM USE PERMIT

Residential \$185.00

Commercial/Industrial \$250.00

SEWER LATERAL & SUMP WORK PERMIT

Residential & Commercial \$30.00



2026 Fee Schedule

BUILDING PERMIT FEE SCHEDULE³ (CONTINUED)

MECHANICAL PERMIT

Residential \$20.00

Commercial/Industrial \$50.00

VARIANCE/APPEAL PETITION

Residential \$175.00

Commercial/Industrial \$225.00

PLANNED UNIT DEVELOPMENT

\$525.00 plus \$6.00 an acre or portion thereof

SUBDIVISION PLAT REVIEW

10 or less lots \$250.00 plus \$5.00/lot

More than 10 lots \$350.00 plus \$5.00/lot

MOVING PERMIT

\$30.00

SIGN PERMIT

\$1.00 a square foot

Minimum of \$25.00

BUS PASSES

Hibbing Area Transit services were transferred to Arrowhead Transit as of 8/1/2024. Please visit Arrowhead Transit's website for more details on bus passes and service areas.

- To purchase tickets:

<https://arrowheadtransit.com/about-us/purchase-tickets/>

- For service details:

<https://arrowheadtransit.com/services/>



2026 Fee Schedule

CEMETERY RATES

<i>Interment Fees</i>	<i>Amount Eff. 1/1/2023</i>	<i>Amount Eff. 4/1/2025</i>	<i>Account Code</i>
Lot Cost – Resident	\$350.00	\$350.00	101 34-4940
Lot Cost – Non-Resident	\$700.00	\$700.00	101 34-4940
Casket Burial – Resident	\$400.00	\$400.00	101 34-4941
Casket Burial – Non-Resident	\$800.00	\$800.00	101 34-4941
Cremation Burial – Resident	\$200.00	\$200.00	101 34-4941
Cremation Burial w/Vault – Resident	\$300.00	\$300.00	101 34-4941
Cremation Burial – Non-Resident	\$400.00	\$400.00	101 34-4941
Cremation Burial w/Vault – Non-Resident	\$500.00	\$500.00	101 34-4941
Saturday or Weekday Burial After 3:00p.m.	\$500.00	\$500.00	101 34-4941
Winter Burial	\$100.00	\$100.00	101 34-4941
Exhume Grave	\$1,200.00	\$1,200.00	101 34-4941
Urn Disinterment	\$300.00	\$300.00	101 34-4941
Headstone Engraving	\$300.00	\$325.00	101 34-4941
Storage Fee	\$50.00	\$50.00	101 34-4942

<i>Columbarium Fees⁴</i>	<i>Amount Eff. 1/1/2023</i>	<i>Amount Eff. 4/1/2025</i>	<i>Account Code</i>
Top Row Niche – Resident	\$650.00	\$650.00	101 34-4943
Top Row Niche – Non-Resident	\$850.00	\$850.00	101 34-4943
Middle Row Niche – Resident	\$550.00	\$550.00	101 34-4943
Middle Row Niche – Non-Resident	\$750.00	\$750.00	101 34-4943
Bottom Row Niche – Resident	\$450.00	\$450.00	101 34-4943
Bottom Row Niche – Non-Resident	\$650.00	\$650.00	101 34-4943
Niche Opening/Closing Fee – Resident	\$75.00	\$75.00	101 34-4943
Niche Opening/Closing Fee – Non-Resident	\$100.00	\$100.00	101 34-4943
Saturday or Weekday Burial After 3:00p.m.	\$500.00	\$500.00	101 34-4943
Niche Engraving Fee (per visit)	\$300.00	\$325.00	101 34-4943
Military Plaque Mounting	\$60.00	\$60.00	101 34-4943

⁴ Prices per niche/recess (maximum of 2 creations per niche).



2026 Fee Schedule

ATHLETIC FIELDS RENTALS⁵

<i>Field</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Vic Power (SB, BB)	\$35.00/hr.	101 36-6222
Vic Power Soccer	\$45.00/hr.	101 36-6222
Bennet Park (SB, BB)	\$35.00/hr.	101 36-6222
Al Nyberg Field	\$55.00/hr.	101 36-6222

CAREY LAKE SKI TRAIL PASS

<i>Type of Pass</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Family Season Pass	\$50.00	\$50.00	101 34-6241
Individual Season Pass	\$25.00	\$25.00	101 34-6241
Daily - Individual	\$10.00	\$10.00	101 34-6241
Youth 15 & Under	Free	Free	N/A

CROSS COUNTRY SKI & SNOWSHOE RENTALS

<i>Type of Pass</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Family Season Pass (Unlimited Rentals) ⁶	\$75.00	\$75.00	101 34-6241
Individual Season Pass (Unlimited Rentals) ⁶	\$45.00	\$45.00	101 34-6241
Daily - Individual	\$10.00	\$15.00	101 34-6241
Weekend - Individual (Friday-Monday)	\$25.00	\$25.00	101 34-6241

GOLF RATES⁷

<i>Daily Green Fees</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
18 Hole	\$25.00	\$25.00	101 34-4950
9 Hole	\$18.00	\$18.00	101 34-4950
Youth Fee (10-18)	\$12.00	\$13.00	101 34-4950
Youth (10 & under w/paid adult)	Free	Free	101 34-4950
Reciprocal	\$13.00	\$14.00	101 34-4950
Second round of 9 holes	\$7.00	\$7.00	101 34-4950

⁵ All field fees are for private reservations. Clubs and association rates are different.

⁶ Newly implemented passes starting 1/1/2024. Maximum 5 consecutive day rental, then must be brought back and re-rented. Carey Lake Ski Trail Pass must be purchased with rental.

⁷ All golf rates include sales tax.



2026 Fee Schedule

GOLF RATES⁷ (CONTINUED)

<i>Season Tickets</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Full Privilege - Individual	\$325.00	\$350.00	101 34-4950
Couples Membership - Married Couple	\$465.00	\$500.00	101 34-4950
Family II - Full Family (2 adults & dependents under 18)	\$610.00	\$620.00	101 34-4950
Jr Pass (18 & under)	\$125.00	\$100.00	101 34-4950
<i>Other</i>	<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Season - Cart Trail Fee	\$100.00	\$100.00	101 34-4950
Daily - Cart Trail Fee	\$12.00	\$14.00	101 34-4950

MEMORIAL BUILDING ARENA ADVERTISING⁸

<i>MB Arena Advertising</i>		<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Dasher Boards	Per Year	\$1,000.00	430 33-3435
	2-3 Year Commitment	\$750.00/Year	430 33-3435
Zamboni Ad	Per Year	\$1,000.00	430 33-3435
Blue Line Ad	(2) Blue Line	\$500.00	430 33-3435
Stairwell Ad	Per Stairwell	\$500.00	430 33-3435
Scoreboard (Fixed) & Digital Package	Prime Location	\$5,000.00	430 33-3435
Scoreboard (Fixed) & Digital Package	Non-Prime Location	\$2,000.00	430 33-3435
Scoreboard Ad (Digital Package Only)	Per Year	\$1,000.00	430 33-3435
Pressbox Wall Sign	Per Year	\$500.00	430 33-3435
In-Ice Advertising	Per Year	\$2,500.00	430 33-3435

MEMORIAL BUILDING PUBLIC SKATING

<i>MB Public Skating</i>		<i>Rate Eff. 1/1/2022</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Open Skating/Hockey	Per Person	\$3.00/\$5.00	\$5.00	101 34-4790

⁸ All advertising set-up and printing costs will be added to yearly fee (expense accounted under 430-45-5150-241).



2026 Fee Schedule

MEMORIAL BUILDING RENTAL RATES⁹

<i>Meeting Rooms</i>		<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Labor Quarters (75 max. capacity)	Half Day - less than 4 hrs.	\$50.00	\$55.00	101 36-6222
	All Day	\$100.00	\$100.00	101 36-6222
	Nonprofit - Half Day	\$35.00	\$40.00	101 36-6222
	Nonprofit - Full Day	\$ -	\$80.00	101 36-6222
Service Quarters	Half Day - less than 4 hrs.	\$50.00	\$100.00	101 36-6222
	All Day	\$100.00	\$175.00	101 36-6222
Canteen (35 max. capacity)	Half Day - less than 4 hrs.	\$40.00	\$55.00	101 36-6222
	All Day	\$80.00	\$100.00	101 36-6222
	Nonprofit - Half Day	\$25.00	\$40.00	101 36-6222
	Nonprofit - Full Day	\$ -	\$80.00	101 36-6222
Little Theater (269 max. capacity)	Half Day - less than 4 hrs.	\$150.00	\$150.00	101 36-6222
	All Day	\$250.00	\$250.00	101 36-6222
<i>Dining Room & Kitchen</i>		<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Dining Room & Kitchen (175 max. capacity)	Half Day - less than 4 hrs.	\$100.00	\$100.00	101 36-6222
	All Day	\$175.00	\$175.00	101 36-6222
Wedding	All Day - 3 Days (Fri-Sun)	\$425.00	\$500.00	101 36-6222
	Damage Deposit	\$500.00	\$500.00	101 36-6222
<i>Main Arena</i>		<i>Rate Eff. 1/1/2024</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
Ice Rental	Ice Time (per hour)	\$175.00	\$175.00	101 36-6223
Dry Floor Event	Per Day	\$800.00	\$850.00	101 36-6223
Dry Floor Event Set-Up/Tear Down	Per Day	\$350.00	\$400.00	101 36-6223

PARK SHELTER RENTALS¹⁰

<i>Shelter Location</i>	<i>Fee per Day Eff. 1/1/2024</i>	<i>Fee per Day Eff. 1/1/2026</i>	<i>Account Code</i>
Bennett Park North Pavilion	\$60.00	\$65.00	101 36-6241
Bennett Park South/Splash Pad	\$60.00	\$65.00	101 36-6241
Bennett Park Band Shell	\$40.00	\$45.00	101 36-6241
Carey Lake Shelter - Woods/Beach	\$60.00	\$65.00	101 36-6241
Greenhaven Community Room	\$80.00	\$80.00	101 36-6241
North Hibbing	\$40.00	\$45.00	101 36-6241

⁹ All rentals are subject to sales tax

¹⁰ Fees subject to sales tax. When shelters are not reserved, shelters are first come first serve and free for public use.



2026 Fee Schedule

RECREATION

<i>Program</i>	<i>Fee Per Individual</i>	<i>Rate Eff. 1/1/2026</i>	<i>Account Code</i>
First Ave Mile	Kids/Adult	\$10.00/\$20.00	101 36-6222
Halloween 5K	Kids/Adult	\$10.00/\$20.00	101 36-6222
Adult DIY Classes	Individual	\$45.00	101 36-6222
Adult Museum Mystery	Individual	\$15.00	101 36-6222
Youth Skating Events	Individual	\$5.00	101 36-6222
Camp Hurrah	Individual	\$50.00	101 36-6222
Kickball Team - Coed	Individual	\$100.00	101 36-6222
Volleyball Team - Coed & Womens	Individual	\$225.00	101 36-6222

EMERGENCY MEDICAL SERVICES - CHARGE LIST

<i>Charge</i>	<i>HCPCS</i>	<i>Expected Amount Eff. 9/21/2022</i>
A2 Comprehen Transport	A0433	\$1,950.00
ALS Emerg Transport	A0427	\$1,800.00
ALS NonEmerg Transport	A0426	\$1,700.00
BLS Emerg Transport	A0429	\$1,650.00
BLS NonEmerg Transport	A0428	\$1,550.00
DOA Transport	A0429	\$1,400.00
Lifelink ALS Intercept	A0999	\$457.00
Mileage	A0425	\$26.00
Patient Mileage	A0888	\$26.00
Special Care Transport	A0434	\$2,100.00
Tech Time	A0999	\$400.00
Treat, No Transport	A0998	\$250.00
zLifelink BLS Intercept	A0999	\$385.00
zLifelink BLS Intercept		\$0.00
zN Aircare ALS Intercept	A0999	\$500.00
zN Aircare ALS Intercept		\$0.00
zN Aircare BLS Intercept	A0999	\$350.00
zN Aircare BLS Intercept		\$0.00
zzzInterceptSvcParamedic	A0999	\$400.00

Billing Inquiries

The Fire Department does not handle questions or inquiries regarding Ambulance Billing. For questions regarding your ambulance bill or to make a payment, contact our billing company by calling 1-800-814-5339 or visit <https://emsmc.com/patient-portal/>.

For inquiries regarding an ambulance service **BEFORE** October 2022, you will need to contact Healthline Billing at 218-312-3002.



2026 Fee Schedule

HIBBING LIBRARY FEE SCHEDULE

<i>Service</i>	<i>Size/Details</i>	<i>Type</i>	<i>Fee 2023 & Prior Years</i>	<i>Account Code</i>
Printing/Copying	8.5"x11"	Black & White	\$0.25	211 34-4110
Printing/Copying	8.5"x11"	Color	\$0.50	211 34-4110
Printing/Copying	11"x14"	Black & White	\$0.25	211 34-4110
Printing/Copying	11"x14"	Color	\$0.50	211 34-4110
Printing/Copying	11"x17"	Black & White	\$0.50	211 34-4110
Printing/Copying	11"x17"	Color	\$1.00	211 34-4110
Faxing-Digital Service	Using Copy Machine Service	1 st Page	\$1.00	211 34-4110
		Each Page After	\$0.50	211 34-4110
Obituaries/Newspapers/ Research Requests	Email or USPS Delivery (Up to 5 Pages)	Digital and/or Physical Scans	\$10.00	211 36-6231
Replacement Material Cost-Lost or Damaged	MSRP of the Item Listed in the System	Varies	Varies	211 34-4760
Zenbooth	Limit Two People	N/A	Free	N/A
Temporary Borrower Card	1 year - Non-Taxed	Non-Resident of MN	\$35.00	211 34-4760
Damage to DVD or Audiobook Case/Cover	Replacement/Processing Fee	Damage	\$5.00	211 34-4760
Indoor Play Park	Children 0-5 Yrs. Old - Parent/Guardian Must Accompany Child	Per Day	\$2.00 per child	211 34-4761



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES (ACCT CODES 101 35-5101 THRU 5107)

<i>Administrative Offense (related ordinance)</i>		<i>Fine Eff. 1/1/2023</i>
<i>Business Regulation</i>	No license for Mechanical Amusement Device (6.20.2)	Double the license fee
	No license for Billiards Hall (6.21.1)	Double the license fee
	No license for Shows (6.23.1)	Double the license fee
	No license for Commercial Photographer (6.26.3)	Double the license fee
	No license for Taxicabs (6.28.2)	Double the license fee
	No license for Kennel (6.29.2)	Double the license fee
	No license for Pawnbroker (6.30.2)	Double the license fee
	No license for Massage Parlors (6.32.2)	Double the license fee
	No license for Peddlers & Transient Merchants (6.34.3B)	Double the license fee
	No license for Bingo & Raffles (6.44.3C)	Double the permit fee
<i>Dangerous & Potentially Dangerous Dogs¹¹</i>	Certificate of Registration (10.21.13J)	\$150.00
	Enclosure (10.21.13D)	\$100.00
	Failure to Register Potentially Dangerous Dog (10.21.13.B.1)	\$150.00
	Surety bond (10.21.13J)	\$100.00
	Annual fee (10.21.13J)	\$100.00
	Microchip (10.21.13C)	\$100.00
<i>Library Property</i>	Damage ¹² (10.47.1)	\$50.00
	Removal ¹² (10.47.2)	\$50.00
	Detain ¹³ (10.47.3)	\$20.00
<i>Liquor, Beer & Wine</i>	Consumption or possession of alcoholic beverages on city park, street, public property, or private parking lot (5.71.1)	\$50.00
<i>Other</i>	Firewood storage (11.56)	\$75.00
	Any other admin fines	Varies
<i>Parking</i>	Sidewalk (9.02)	\$20.00
	Driveway (9.02)	\$25.00
	Intersection or street (9.02)	\$25.00
	Fire hydrant (9.02)	\$25.00
	Crosswalk (9.02)	\$20.00
	Crosswalk at Intersection (9.02)	\$20.00
	Traffic control sign (9.02)	\$20.00
	Safety zone (9.02)	\$20.00
	Railroad (9.02)	\$20.00
	Fire station (9.02)	\$25.00

¹¹ Penalties under Section 10.21, Subd. 13 are for single violations. Violation of two of the above five offenses is a \$200.00 penalty; violation of three of the above five offenses is a \$400.00 penalty; violation of four of the above five offenses is an \$800.00 penalty; and violation of five of the above five offenses is a \$1,600.00 penalty. On a violation for a separate subsequent offense, the penalties are doubled.

¹² Penalty will include fine plus replacement cost of item(s).

¹³ Penalty will include fine plus return of item(s) undamaged.



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES (CONTINUED)

<i>Administrative Offense (related ordinance) [Continued]</i>		<i>Fine Eff. 1/1/2023</i>
<i>Parking (Continued)</i>	Street excavation (9.02)	\$25.00
	Double parking (9.02)	\$25.00
	Bridge (9.02)	\$25.00
	Official signs (9.02)	\$25.00
	Alley (9.02)	\$20.00
	Boulevard (9.02)	\$20.00
	Fire lane (9.02)	\$25.00
	Rush hour (9.02)	\$20.00
	Unauthorized removal (9.03)	\$20.00
	Camper trailer or bus (9.04)	\$20.00
	Police officer direction (9.05)	\$25.00
	Wrong side of street - parallel parking (9.06)	\$20.00
	Wrong side of street - streets without curb (9.07)	\$20.00
	24 hour limit (9.08.1)	\$25.00
	Posted time limit (9.08.2)	\$20.00
	Calendar parking (9.08.4)	\$20.00
	Semi-trailer on public property (9.09.1)	\$25.00
	Semi-trailer in residential district (9.09.2)	\$25.00
	Commercial 10:00am - 6:00pm weekdays (9.09.3)	\$25.00
	Commercial obstruct alley (9.09.4)	\$25.00
	Municipal parking lots (9.10)	\$20.00
	Impounded vehicles (9.11)	\$20.00
	Angle parking (9.12)	\$25.00
	Selling merchandise (9.13)	\$20.00
	Residential permit parking (9.16)	\$25.00
	Unlawful off-street parking on residential streets (9.17)	\$75.00
	Snowplow event (9.21)	\$25.00
	Other parking fines	Varies
<i>Public Protection</i>	Unlawful deposit of garbage, litter, etc. ¹⁴ (10.01)	\$100.00
	Hauling garbage or refuse without a permit (10.02)	\$50.00
	Open burning of leaves without a permit (10.03)	\$50.00
	Unlawful recreational fires and burn barrels (10.04)	\$50.00
	Feeding pigeons (10.05)	\$100.00
	Unlawful acts with dangerous weapons and articles (10.20.2)	\$50.00
	Unlawful discharge of dangerous weapons and explosives (10.20.4)	\$50.00

¹⁴ Costs associated with blight cleanup will be billed to the property owner, including hourly rate for staff time and equipment use, as well as the solid waste amount (per yard) and any additional costs.



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES (CONTINUED)

<i>Administrative Offense (related ordinance) [Continued]</i>		<i>Fine Eff. 1/1/2023</i>
<i>Public Protection (Continued)</i>	Sale or possession of unlawful fireworks (10.20.6)	\$100.00
	Possession or control of unused refrigerators, etc., on which doors fasten when closed (10.20.7)	\$50.00
	Dog running at large (10.21.1)	\$75.00
	Unlicensed dog (10.21.2)	\$50.00
	Failure to vaccinate dog (10.21.5)	\$100.00
	Unlawfully removing or stealing dog collar (10.21.6)	\$50.00
	Permitting dog to disturb the peace (10.21.11)	\$75.00
	Keeping more dogs than allowed (10.21.16)	\$50.00
	Cat running at large (10.22.1)	\$75.00
	Keeping more cats than allowed (10.22.3)	\$50.00
	Keeping unauthorized animals (10.23.2)	\$50.00
	Dog waste (10.21.15)	\$50.00
	Curfew (10.24.3)	\$50.00
	Unlawful storage of abandoned property ^{14,15} (10.42.2)	\$150.00
	Long grass ^{14,15,16} (10.44)	\$75.00
	Open storage of abandoned vehicles ^{14,15} (10.46.3)	\$150.00
	Indecent exposure (10.73.1P)	\$50.00
	Nuisance service call (10.74)	\$250.00
	Loud or unnecessary noise (10.90.1)	\$100.00
<i>Refuse & Garbage¹⁷</i>	Deposit upon street, alley or vacant lot (3.30.2A)	\$50.00
	Transport (3.30.2B)	\$50.00
	Bag or container (3.30.2C)	\$50.00
	Commercial bags (3.30.2D)	\$50.00
	Hazardous waste (3.30.2E)	\$50.00
	Rummage, scavenge & remove (3.30.2F)	\$50.00
	Trash stands (3.30.2G)	\$50.00
	Living outside city (3.30.2H)	\$50.00
	Recycle containers (3.30.2I)	\$50.00
	Medical waste (3.30.2J)	\$50.00
<i>Sanitary & Storm Sewers</i>	Sewer/storm water discharge violation (17.08)	\$100.00/month ¹⁸

¹⁵ Costs associated with cleanup shall be a lien upon such a real estate.

¹⁶ Costs associated with long grass mowing will be billed to the property owner, including an admin fee per property, a truck fee per day, hourly rate for staff time and equipment use, and interest. Subject to sales tax.

¹⁷ Notwithstanding the provision for subsequent offenses contained in Hibbing City Code Section 1.03, Subd. 3.J., subsequent offenses of the offenses in Section 3.30, Subd. 2, shall be as follows: second violation – double the penalty; third and more violations – triple the penalty.

¹⁸ Sewer/storm water discharge surcharge will be assessed for every month during which the property is not in compliance per Section 17.08.



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES (CONTINUED)

<i>Administrative Offense (related ordinance) [Continued]</i>		<i>Fine Eff. 1/1/2023</i>
<i>Streets & Sidewalks</i>	Snow and ice on public sidewalks ¹⁵ (7.04.1)	\$50.00
	No special event permits (7.16.2)	\$50.00
	No special event street vendors permit (7.16.3)	\$50.00
	Wrong way in one way alley (8.02.2)	\$50.00
	Unlawful U-turns (8.03)	\$50.00
	Bicycles (8.04)	\$50.00
	Manner and number riding (8.04.2)	\$50.00
	Hitching rides (8.04.3)	\$50.00
	Where to ride (8.04.4)	\$50.00
	Right-of-way sidewalks (8.04.5)	\$50.00
	Carrying articles (8.04.6)	\$50.00
	Lighting and brake equipment (8.04.7)	\$50.00
	Sale with reflectors (8.04.8)	\$50.00
	Unlawfully riding skateboards, roller skates or roller blades (8.05.3)	\$50.00
	Operating snowmobile on private property (8.50.3)	\$50.00
	Operating snowmobile on sidewalks or boulevards (8.50.4)	\$50.00
	Unlawfully operating snowmobile on roadways, public lands and waters (8.50.5)	\$50.00
	Operating snowmobile on interstate highways or freeways (8.50.5)	\$50.00
	Unlawful crossing of roadway by snowmobile (8.50.8)	\$50.00
	Operating snowmobile after hours (8.50.9)	\$50.00
	Operating snowmobile - other prohibited acts (8.50.10)	\$50.00
	Operating snowmobile under minimum age (8.50.12)	\$50.00
	Exhibition driving (8.60.2)	\$75.00
	Unlawful left turn (8.61)	\$50.00

Payment of Parking Tickets or Administrative Offenses

1. Mail check or money order to Hibbing Police Department
Hibbing Police Department
1810 12th Ave E.
Hibbing, MN 55746
Make checks payable to City of Hibbing
2. Drop off payment at Hibbing Police Department
3. Online through Citizen Connect: www.tocite.net/hibbingmn/portal
4. By phone: 218-475-8161



2026 Fee Schedule

ADMINISTRATIVE OFFENSES & PENALTIES *(CONTINUED)*

Appeal Process

To appeal a parking ticket with the Hibbing Police Department, please visit our [Citizen Connect](#) page with your ticket number or license plate number.

If you do not agree with the appeal determination made by the Hibbing Police Department, per City Ordinance, you may request a hearing. To request a hearing, call the City Administrator's Office at 218-312-1560 or mail a request to:

Attn: City Administration
City Hall
401 East 21st St.
Hibbing, MN 55746

MISCELLANEOUS FEES

<i>Police Provided Service</i>	<i>Fee Eff. 1/1/2023</i>	<i>Fee Eff. 1/1/2025</i>	<i>Account Code</i>
Accident Report Request	\$5.00	\$5.00	101 36-6231
Body Cam Footage	\$ -	\$35.00	101 36-6231
Fingerprinting	\$25.00	\$25.00	101 36-6231
Info request on USB	\$25.00	\$25.00	101 36-6231



2026 Fee Schedule

EQUIPMENT RENTAL RATES¹⁹

<u>Equipment</u>	<u>Hourly Rate</u>	<u>Acct Code</u>
Excavator	\$220.00	101 34-4303
Dump Truck	\$100.00	101 34-4303
Loader	\$220.00	101 34-4303
Grader	\$220.00	101 34-4303
590 Backhoe	\$220.00	101 34-4303
Mini Excavator	\$150.00	101 34-4303
Skid Steer	\$150.00	101 34-4303
Sweeper	\$150.00	101 34-4303
Jet Truck	\$220.00	101 34-4303
Tractor/Mower	\$150.00	101 34-4303
Dozer	\$220.00	101 34-4303
Roller	\$150.00	101 34-4303

<u>Culvert Sizes²⁰</u>	<u>Price per Foot</u>	<u>Acct Code</u>
12"	\$20.22	101 36-6248
15"	\$25.01	101 36-6248
18"	\$29.80	101 36-6248
24"	\$38.40	101 36-6248
30"	\$60.18	101 36-6248
36"	\$72.76	101 36-6248
42"	\$115.72	101 36-6248
48"	\$131.40	101 36-6248

<u>Materials²¹</u>	<u>Price per Yard</u>	<u>Acct Code</u>
Class 5	\$25.00	Varies
Bituminous Millings	\$40.00	Varies
Red Rock	\$18.00	Varies
Select Granular Borrow	\$18.00	Varies

OTHER MISCELLANEOUS FEES

<u>Fee</u>	<u>Acct Code</u>
Maps & Specifications (Plans)	101 34-4105

¹⁹ Rates exclude hourly rate for staff time.

²⁰ Prices subject to change per market cost of culvert.

²¹ Rates used for building and housing demolition, blight cleanup, and public works. Subject to change.

²² Fee applies to paper copies only. Digital maps and specs are free of charge.



2026 Fee Schedule

APPLIANCE DISPOSAL, CONSTRUCTION DEBRIS & BULK WASTE

Appliance & Furniture Disposal (Account Code: 603 36-6234)

Disposal stickers for the following items are available at City Hall in the Clerk's Office for \$12 including tax.

Place your item as near as possible to your regular garbage pick-up point curbside or alley. Have items in place for pick-up by the next day after purchasing your sticker.

Appliances	
\$12.00 per tag	(1) tag required per appliance, including: stoves, dishwashers, refrigerators (doors must be removed), washers or dryers, freezers (doors must be removed), water heaters, microwave or toaster ovens
Furniture	
\$12.00 per tag	(1) tag per 200 pounds, including chairs, tables, living room furniture, etc.
Beds	
\$12.00 per tag	(1) required per mattress. (1) tag required per box spring
TV's, Computer Monitors & Other Video Display Devices	
\$12.00 per tag	(1) tag required per item
Miscellaneous	
\$12.00 per tag	(1) tag per 200 pounds (bagged), and LESS than 1 cubic yard. Includes "Spring Cleaning," refuse, carpet, cabinets, etc.

Bulk Refuse Container Use (Account Codes: 603 37-7310 & 603 37-7320)

The City of Hibbing will deliver a bulk refuse container to your residence or commercial site for the disposal of construction debris and bulk waste. Three to six cubic yard containers are available.

Containers will be placed as conveniently as possible in a location that can be accessed by the Sanitation Truck. Once placed, the containers cannot be moved. Containers are delivered in the afternoon on Monday through Friday.

Bulk Refuse Container Fees	
\$34.08 per cubic yard (residents)	Your deposit of \$102.24 goes towards the first 3 cubic yards of refuse. Additional refuse charges are put on your Public Utilities invoice. There is a minimum charge of 3 cubic yards.
\$36.27 per cubic yard (commercial)	Your deposit of \$108.81 goes towards the first 3 cubic yards of refuse. Additional refuse charges are put on your Public Utilities invoice. There is a minimum charge of 3 cubic yards.
A rental fee of \$5 per day (plus tax ²³) is charged for each day of container use over five business days.	

²³ Tax on the rental fee is 9.75% for residential and 17% for commercial.



2026 Fee Schedule

APPLIANCE DISPOSAL, CONSTRUCTION DEBRIS & BULK WASTE *(CONTINUED)*

Items That Can Be Put in the Container

- Refuse
- Garbage and construction debris (see restrictions below)
- Paint cans with the lids off and the paint dried on the inside CAN be put in the container.

Do Not Put These Items in the Bulk Container

- Tires
- Fluorescent bulbs or ballasts (non-commercial, 4 ft.)
- Yard debris such as brush, grass clippings, trees, and branches
- Appliances
- Auto batteries
- Hazardous waste
- Wet paint
- Large quantities of cement
- Mattresses
- Box springs
- Computer monitors
- Televisions

COMMERCIAL GARBAGE (ACCOUNT CODE 603 37-7310)

Commercial customers are charged on a volume basis. The minimum monthly commercial charge for two cubic yards is \$41.08, each additional cubic yard is \$22.52.

Your garbage bill includes the following monthly charges per cubic yard of refuse:

<i>As It Appears on Your Bill</i>	<i>Fee Eff. 8/1/2020</i>	<i>Fee Eff. 1/1/2026</i>	<i>Description</i>
Garbage	\$14.80	\$14.80	Garbage and recycle pickup by the City of Hibbing Sanitation Department and the tipping fees
State MSW Tax	\$2.52	\$2.52	Minnesota Sales Tax
St. Louis County Solid Waste Service Fee	\$1.25	\$1.25	St. Louis County Service Fees pay for administration, recycling, household hazardous waste and special waste
Residential St. Louis County Solid Waste Service Fee	\$3.95	\$0.00 ²⁴	
Total Cost	\$22.52	\$18.57	

²⁴ Landfill fees will be collected by St. Louis County starting 1/1/2026.



2026 Fee Schedule

RESIDENTIAL GARBAGE (ACCOUNT CODE 603 37-7310)

Residential garbage is picked up either from curbside or alley containers one time each week by the City of Hibbing's Solid Waste Department. All containers are supplied by the City of Hibbing.

Household garbage bills include the following monthly charges:

<i>As It Appears on Your Bill</i>	<i>Fee Eff. 8/1/2020</i>	<i>Fee Eff. 1/1/2026</i>	<i>Description</i>
<i>65-Gallon</i>			
Garbage	\$14.24	\$14.24	Garbage and recycled items pickup by the City of Hibbing Sanitation Department from household garbage carts and 95-gallon dumpsters
State MSW Tax	\$1.39	\$1.39	Minnesota Sales Tax
St. Louis County Solid Waste Service Fee	\$5.83	\$5.83	St. Louis County Service Fees pay for administration, recycling, household hazardous waste and special waste
Residential St. Louis County Solid Waste Service Fee	\$1.98	\$0.00 ²³	
Total Cost	\$23.44	\$21.46	
<i>95-Gallon</i>			
Garbage	\$16.25	\$16.25	Garbage and recycled items pickup by the City of Hibbing Sanitation Department from household garbage carts and 95-gallon dumpsters
State MSW Tax	\$1.58	\$1.58	Minnesota Sales Tax
St. Louis County Solid Waste Service Fee	\$5.83	\$5.83	St. Louis County Service Fees pay for administration, recycling, household hazardous waste and special waste
Residential St. Louis County Solid Waste Service Fee	\$1.98	\$0.00 ²³	
Total Cost	\$25.64	\$23.66	



2026 Fee Schedule

SEWER RATES & BILLING^{25,26}

This rate applies to all users connected to the publicly owned sanitary sewer system. Single family, multiple families, commercial, industrial, schools, churches, and public buildings are all treated equally.

The sewer user rates are based on the water meter readings for the month for each user according to the following schedule:

<i>Sewer Charge</i>	<i>Fee Eff. 2/1/2025</i>	<i>Account Code</i>
Base Charge	\$17.17	602 37-7200
Commodity Charge	\$6.44 per 1,000 gallons	602 37-7200
Fixed Sewage Rate	\$36.49 (3 Units of sewer @\$6.44 plus one base charge @\$17.17)	602 37-7200

Call the Finance Department at 218-262-3486, ext. 713 to request an adjustment.

STORMWATER CHARGE²⁶

<i>Stormwater Charge</i>	<i>Fee Eff. 2/1/2025</i>	<i>Account Code</i>
Urban Residential	\$3.33	602 37-7205
Rural Residential	\$1.25	602 37-7205
Urban Non-Residential (eq. 3,000 square feet of impervious area)	\$3.33	602 37-7205
Rural Non-Residential (eq. 3,000 square feet of impervious area)	\$1.25	602 37-7205

²⁵ All sewer user charges of the City of Hibbing are rendered under and subject to the sewer use ordinance of the City of Hibbing.

²⁶ The Sewer Utility Fund calls for an annual increase in rates of 1% in order to maintain adequate cash flow, per 2021 sewer rate study. The sewer rates will be reviewed every year and posted in this fee schedule with their respective effective dates.

AIA® Document B133® – 2019

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

AGREEMENT made as of the Tenth day of December in the year Two Thousand Twenty-Five

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

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

City of Hibbing
400 E. 23rd St.
Hibbing, MN 55746

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

JLG Architects
525 Broadway
Alexandria, MN 56308

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

250306 – Hibbing Recreation Center

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program for the project will be confirmed through the Preliminary Design Phase of the project. Anticipated program elements include gym space, indoor playground, walking track, fitness space, turf and aquatics. Necessary support space will be provided.

§ 1.1.2 The Project's physical characteristics:

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

The project site will be identified through the Preliminary Design phase work. See exhibit A.

§ 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.)

The project budget will be identified through the Preliminary Design phase work. See exhibit A.

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

- .1 Design phase milestone dates, if any:

Preliminary Design Phase shall be completed in 2026.

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- [☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- [☐] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

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

TBD

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

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

(List name, address, and other contact information.)

Nick Arola

City of Hibbing

400 E. 23rd St.

Hibbing, MN

Email: nickarola@hibbingmn.gov

Phone: 218-421-5565

§ 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 contact information.)

N/A

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

(List name, legal status, address, and other contact 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. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4 Civil Engineer:

Provided under Architect's Basic Services

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

None identified.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Adam Barnett

JLG Architects

525 Broadway

Alexandria, MN 56308
Email: abarnett@jlgarchitects.com
Phone: 320-762-0368

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural/~~Civil/Assistant Architectural~~ Engineer:

Widseth
704 E. Howard St.
Hibbing, MN 55746
Phone: 218-263-6868

.2 ~~Mechanical~~ MEP Engineer:

Widseth
704 E. Howard St.
Hibbing, MN 55746
Phone: 218-263-6868

~~.3 Electrical Engineer:~~

§ 1.1.12.2 Consultants retained under Supplemental Services:

Aquatics Engineer (if required):
Reengineered, Inc.
P.O. Box 480
Monticello, MN 55362
Phone: 763-250-0071

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

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols

governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The 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 the agreement identified in Section 1.1.5. 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 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be

primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's 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, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 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. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 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.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or

estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 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.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

§ 3.3.3 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 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.

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 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 program, schedule, and budget for the Cost of the Work.

§ 3.3.6 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.

§ 3.3.7 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, 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.

§ 3.3.8 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.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 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.

§ 3.4.3 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.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager 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.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 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.

§ 3.5.5 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.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the

Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 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 Construction Manager'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 of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at points mutually agreed upon with Owner and Contractor prior to or at the start of construction, intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the 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 progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the 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 Construction Manager, Subcontractors, 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 either the Owner or 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 Construction Manager, 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 Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

§ 3.6.3.2 The issuance of a 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 suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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

§ 3.6.4.2 The Architect shall review ~~and approve~~, or take other appropriate action ~~upon~~ per specifications, the Construction Manager'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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or 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 Construction Manager 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect 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 the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

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

§ 3.6.7 Disclaimer of Duty to Review Supplementary Video Information

The Parties agree and understand that, during the course of the construction of the Work, the Owner, Contractor, or other Project participants may choose to, at their own expense and initiative, make use of supplemental video imagery and information sourced from devices such as project webcams, Unmanned Aerial Vehicles, including but not limited to drones, and/or other videography equipment, in order to obtain visual information and documentation regarding the state of the progress and/or quality of the Work (collectively "Supplementary Video Information"). Notwithstanding the foregoing, the Parties expressly agree and acknowledge the following:

1. Since Supplementary Video Information encompasses only certain limited visual information and provides neither complete nor comprehensive visual information/measurements/dimensions, nor any tactile, auditory, or olfactory feedback whatsoever, such Supplementary Video Information shall not be used as a substitute for or required supplement to Architect's Construction Phase services, herein, but rather may, to the extent provided and made available to Architect in a reasonably timely, legible, and complete fashion, supplement the other data and information obtained by Architect pursuant to Architect's Construction Phase Services, herein.

2. Architect shall have no obligation to conduct a comprehensive or continuous review of any Supplementary Video Information but rather may, at its sole discretion, choose to review such Supplementary Video Information, or any portion thereof, in connection with the performance of its Construction Phase Services on the Project.

3. Architect's receipt of any Supplementary Video Information shall not in any way change the provisions of the Construction Phase Services described, herein, to the effect that Architect's observation of the Work shall be limited to becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work observed appears to be in general conformance with the Contract Documents based upon the Architect's site visits of the Project during construction pursuant to this Agreement, and that Architect shall not be required to make continuous or exhaustive on-site inspections of any kind with respect to the quality, quantity, or progress of the Work and, under no circumstances shall Architect have any responsibility with respect to the Contractor's construction means, methods, techniques, sequences, or procedures with respect to the Work or any portion or part thereof.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a

description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2 Programming	<u>Owner/Architect</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Owner/Architect (see Exhibit A)</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect</u>
§ 4.1.1.10 Landscape design	<u>Architect</u>
§ 4.1.1.11 Architectural interior design	<u>Architect</u>
§ 4.1.1.12 Value analysis	<u>Owner/architect</u>
§ 4.1.1.13 Cost estimating	<u>Owner</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.22 Telecommunications/data design	<u>Owner/Architect</u>
§ 4.1.1.23 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.24 Commissioning	<u>Owner</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>TBD</u>
§ 4.1.1.26 Historic preservation	<u>Not Provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Architect</u>
§ 4.1.1.29 Other Supplemental Services	<u>Not Provided</u>

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.22 - Architect shall provide infrastructure design for Owner required telecommunications/data/low voltage; Owner's consultant shall provide wiring and device installation.

4.1.1.27 - Architect shall provide layouts of furniture and equipment for spatial planning only. Owner shall be responsible for procurement of furnishings and equipment.

4.1.1.28 - Architect shall provide aquatics design and engineering if required for the project.

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

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

4.1.1.1 - Owner shall select a Construction Manager, Architect may support this process if desired.

4.1.1.13 - Cost estimating shall be completed by the Construction Manager. Architect shall support the CM as required.

4.1.1.22 - Owner shall retain a consultant to install wiring and devices for all necessary telecommunications, data and low voltage systems. Locations will be coordinated with the architect and necessary infrastructure provided under the construction contract.

4.1.1.23 - Owner shall be responsible for providing locations for security equipment and doors requiring access control. Owner's consultant shall be responsible for installing wiring and devices for security and access control, infrastructure will be provided under the construction contract.

4.1.1.24 - Owner shall be responsible for hiring a Commissioning Agent as necessary to comply with the MN Energy Code and/or any required sustainability requirements. Architect may assist in the procurement of said consultant if requested.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional 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, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or 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, Guaranteed Maximum Price proposal, or Control Estimate 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 enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation 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 beyond what is identified in

Exhibit A:

- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

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

§ 4.2.3 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 Construction Manager
- .2 Sixteen (16) visits to the site by the Architect 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

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

§ 4.2.5 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.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (1) To account for coordination issues in the Construction Documents, including errors and omissions, (2) to modify or change the scope of the project, (3) to accommodate unknown conditions. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect, ~~and Construction Manager.~~ The Owner and the Architect, ~~in consultation with the Construction Manager,~~ shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 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 Construction Manager 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.

§ 5.4 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.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 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.

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

§ 5.12 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.

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

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 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.

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 Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 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, or due to market conditions the Architect could not reasonably anticipate. 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 cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 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 for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's 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 terminate in accordance with Section 9.5;
- .3 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
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions 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 revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility 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 the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate 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.

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.

§ 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 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 under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. 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 Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the 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.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

§ 8.1.2 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 A201–2017, 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.

§ 8.1.3 The Architect 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 obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 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.

§ 8.2 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

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

§ 8.3 Arbitration

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

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

§ 8.3.4 Consolidation or Joinder

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

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

§ 8.3.4.3 The Owner and 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.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the 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 Owner shall pay the Architect 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 and as planned and communicated per schedule for two (2) weeks following 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

An amount equal to the average of the Architect's previous two invoices, prior to the date of termination.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

As mutually agreed.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 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, including any payments due to the Architect by the Owner prior to

the assignment.

§ 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

See Exhibit A.

- .2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

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

Hourly or as mutually agreed upon in advance of services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or as mutually agreed upon in advance of services.

§ 11.4 Compensation for Supplemental and 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 percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As mutually agreed by Owner and Architect in advance of services.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: TBD following the completion of the Preliminary Design Phase.

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100.00 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, 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 identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The 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 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.)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence beyond that identified in Exhibit A;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project beyond that identified in Exhibit A;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 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 Five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) 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.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % Monthly

Payments to be submitted to the following address:

JLG Architects

Attn: Accounting

323 Demers Ave., 2nd Floor

Grand Forks, ND 58201

§ 11.10.2.2 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.

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

§ 11.10.2.4 Owner agreed to receive invoices by email, which will be sent to the following individual and email address:

Full Name: Nick Arola

Email Address: nickarola@hibbingmn.gov

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None

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 the Owner and Architect.

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Building Information Modeling Exhibit, if completed:

N/A

- .3 Exhibits:

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

[☐] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

(Insert the date of the E234-2019 incorporated into this agreement.)

[☒] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: JLG Proposal dated November 12, 2025

Exhibit B: JLG Image Release

Exhibit C: Schedule of Hourly Compensation & Reimbursable Expenses

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



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

OWNER (Signature)

Nick Arola, Parks & Recreation
Director

(Printed name and title)

ARCHITECT (Signature)

Adam Barnett, Principal Architect

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



PROPOSAL – EXHIBIT A

JLG 250305 Hibbing Recreation Center

RE: Proposal

November 12, 2025

Dear Nick:

To: ☒ CC: ☐ Nick Arola
City of Hibbing

Thank you for considering JLG Architects for this opportunity. Based on the information provided, we have developed the following scope of work for inclusion in an AIA Owner-Architect Agreement. Once accepted and signed, you are authorizing JLG to begin work for the first 14 calendar days of the proposed schedule. During that time, we will develop a formal AIA agreement that aligns with this proposal. In order to continue work after the 14 calendar days we will need a fully executed agreement or an interim agreement.

PROJECT DESCRIPTION

The City of Hibbing is looking to advance a new recreation center project from the previously executed feasibility phase into a true Preliminary Design phase. Building upon information established in the JLG completed feasibility study, the Preliminary Design phase will include evaluation of potential project sites, community engagement, and validation of a building program and updated concept design drawings.

PROJECT TEAM

OWNER: City of Hibbing, MN
ARCHITECT: JLG Architects
CONSULTANTS: Widseth (Associate architect, civil, structural, and MEP engineering)
Reengineered, Inc (aquatics design and engineering as required)

PROGRAM

Anticipated project program includes gym space, indoor playground, indoor turf, aquatics, walking track, fitness space and meeting space. Necessary support space will be provided including administration, storage, building services, locker rooms, etc.

BUDGET

Initial project budget range is \$40-50M. Through the Preliminary Design phase project funding will be analyzed and an appropriate budget will be established.

SCOPE OF WORK

As defined by Phase below.

Pre-Design and Site Analysis Phase

Description of work: Owner's program, the financial and time requirements, and the scope of the Project are established. Site-related limitations are identified; requirements and general scope of the components for the Project are established. The Owner shall sign-off on this pre-design package prior to giving the Architect notice to proceed on to the next phase of work.

- Site Evaluation and Analysis
 - Architect/Owner to identify a shortlist of 3-5 sites for a deeper analysis including quantitative and qualitative data as well as site test-fits against the project program and site features
 - Architect to conduct site visits with Owner to each potential project site
- Programming to be completed by Architect/Owner

- o Program will be validated through conversations with the city staff and project stakeholders (see community engagement section below)
 - o Program validation shall include a benchmarking tour to visit other recreational facilities in the region with the Owner.
- Community Engagement
 - o Design team will provide up to 12 (twelve) workshops with project stakeholders/user groups
 - o Design team will attend one public engagement open house to garner feedback on the desired site and program
- Project Funding Analysis support
 - o Design team will support the city through evaluations of potential project funding mechanisms and assist in determining an appropriately sized project for a budget that will be feasible for the city to support and operate.
- JLG Architects has included up to 4 (four) trips to Hibbing to support the project during the Pre-Design phase

OWNER RESPONSIBILITIES

Provide necessary information in a timely manner, including, but not limited to:

- Site Control
- Project delivery determination
- Site Survey – to provide information necessary to complete project
- Soil Engineering – to provide information necessary to complete project
- Soil remediation if required
- Design feedback and direction
- Sign-off at each phase of work
- And as described in the Agreement Between Owner and Architect

SCHEDULE

- Pre-design Phase: January 1, 2026 through August 30, 2026

COMPENSATION

- Pre-design Phase services: \$77,500
- Additional services: To be performed based upon an agreed upon compensation prior to commencement of identified services

REIMBURSABLE EXPENSES

All final documents will be delivered electronically. Travel (per the number of trip noted above) by JLG Architects to the site or to the Owner's office in Hibbing is included in the fixed compensation amount; any other travel costs will not be incurred without the Owner's prior approval. If the Owner requests JLG to provided printing of promotional materials or other similar project related expenses, JLG will invoice the Owner at direct cost plus 5%.

OTHER

- The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project and aptly credit any/all drawings, renderings and other documents by including JLG's logo or otherwise crediting JLG Architects by name in writing.

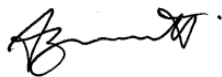
ATTACHMENTS

N/A.

END OF PROPOSAL EXHIBIT

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Adam D. Barnett, JLG Architects

Please sign and date below to acknowledge your acceptance of this proposal.

Client:

Date



AIA[®] Document B132[™] – 2019

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

AGREEMENT made as of the seventeenth day of November in the year two thousand twenty-five
(*In words, indicate day, month, and year.*)

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

City of Hibbing
401 East 21st Street
Hibbing, MN 55746

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

Widseth Smith Nolting & Assoc., Inc. dba "Widseth"
216 South Main Street
Crookston, MN 56716

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

Hibbing Public Library Tech Center and Toilet Rooms Renovation
2020 5th Avenue East
Hibbing, MN 55746

WSN Project #2025-11544

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

Adolfson & Peterson Construction
408 West Superior Street
Duluth, MN 55802

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program consists of the renovation of portions of the Hibbing Public Library to enhance accessibility and technology resources. The project includes the replacement of existing child-sized toilet rooms with an adult-sized, ADA-compliant facility and the renovation of a designated area to create a Technology Center supporting meetings, collaboration, and public technology use. The Owner's program has been developed through discussion between the City of Hibbing and the Architect and is further described in correspondence and the Architect's proposal dated September 3, 2025.

§ 1.1.2 The Project's physical characteristics:

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

The Project is located at the Hibbing Public Library, 2020 5th Avenue East, Hibbing, Minnesota. The work consists of interior renovations within the existing facility, limited to the areas designated for the Technology Center and toilet rooms. The site is an established municipal property with existing parking, utilities, and access. No exterior, site, or structural modifications are anticipated. No geotechnical, traffic, or utility studies are required for this scope of work.

§ 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.)

Six Hundred Thousand Dollars (\$600,000)

Init.

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

Winter 2026

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

Design Bid-Build

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

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

N/A

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

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

(List name, address, and other contact information.)

Nick Arola
City Services Director
City of Hibbing
401 East 21st Street
Hibbing, MN 55746
Telephone Number: 218-421-5565

§ 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 contact information.)

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact 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. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

(Paragraphs deleted)

.2 Geotechnical Engineer:

N/A

(Paragraphs deleted)

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Katie Hildenbrand, CID, VP
Widseth Smith Nolting & Associates, Inc.
704 East Howard Street
Hibbing, MN 55746
Telephone Number: 218-274-6049

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Structural Engineer on Staff at Widseth

.2 Mechanical Engineer:

Mechanical Engineer on Staff at Widseth

.3 Electrical Engineer:

Init.

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Electrical Engineer on Staff at Widseth

.4 Civil Engineer:

Civil Engineer on Staff at Widseth

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The 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. The Architect makes no other representations or warranties whether expressed or implied, with respect to the services rendered hereunder. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the

Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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

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

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

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

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim and Five Hundred Thousand Dollars (\$500,000) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.9 The Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 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. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 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 and 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. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

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

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

§ 3.2.5.2 The 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 program, 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, 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 such 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, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 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 Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop

Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, 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 an 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 Procurement 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 distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, 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 distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, 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™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the 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 Contractors' 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 acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial 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 at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the 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 progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not 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 the 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 Contractors, Subcontractors, 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 Contractors 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 the Owner and Contractors, 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 Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.2.5.1 On written request of either the Owner or the Contractor, the Architect shall interpret and render decisions on matters concerning performance of the Owner and the Contractor under the requirements of the Contract Documents. The Owner will pay the Architect for these services in accordance with the Additional Services provisions of this Agreement. Decisions of the Architect shall be consistent with the design concepts and information contained in the Contract Documents and reasonably inferable therefrom and shall be made with reasonable promptness. The Architect shall attempt to ensure that both the Owner and the Contractor faithfully perform their contractual obligations, and the Architect shall not be partial to either. The Architect shall not be liable to either the Owner or the Contractor for the results of interpretations or decisions rendered by the Architect in good faith.

§ 3.6.2.5.2 Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs arising out of or in any way connected with the Architect's service as an initial decision maker.

§ 3.6.2.5.3 In addition, the Owner agrees, and shall require all contractors to agree, to make no claim and to waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect arising out of or in any way connected with the Architect's service as an initial decision maker.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review the application for payment and determine the amounts that the Architect recommends the Contractor be paid. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and recommend 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 review the amount due the Contractor and shall issue a recommendation for payment.
- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall review the total amount due all Contractors collectively and shall issue a Project Certificate for Payment indicating recommendations in total.

§ 3.6.3.2 The Architect's recommendation 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, the quality of the Work is generally in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 By recommending any payment to the Contractor, the Architect shall not be deemed to have represented 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 suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 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 of the schedule. 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 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or 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 Contractors 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, 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 the 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 order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. 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:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and

- 4 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 that, to the best of the Architect's knowledge, information, and belief, 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 (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple preliminary designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided

Init.

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§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	Architect
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Supplemental service as noted in 4.1.1 are to be per industry standard.

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

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

N/A

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

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional 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, approvals given by the Owner, or a material change in the Project including 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 enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation 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 entities providing bids or 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.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors 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 Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 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 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 One (1) visit per month to the site by the Architect during construction
- .3 One (1) inspection 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) inspection of the Work to determine final completion

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

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) 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.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

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

§ 5.3.1 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 Contractors 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.

§ 5.4 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.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

§ 5.9 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 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.

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

§ 5.12 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.

§ 5.12.1 The Owner shall promptly report to the Architect any defects or suspected defects in the Architect's services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on the Construction Manager and all contractors in its Owner/Construction Manager contract and Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Owner, Construction Manager, and the Owner's contractors or subcontractors to notify the Architect shall relieve the Architect of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

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

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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

§ 5.16 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.

§ 5.17 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Architect shall, accordingly, not have any liability to the Owner in connection with same.

§ 5.18 If the Owner retains the services of a Commissioning Agent (CxA) to review the plans prepared by the Architect, those CxA services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity

of the CxA and shall define the CxA's scope of services. All recommendations of the CxA shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations.

§ 5.18.1 If the Architect objects to any recommendations made by the CxA, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, in spite of the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

§ 5.18.2 The Architect shall be compensated as Additional Service for all time spent to prepare for, review, and respond to the recommendations of the CxA, and to incorporate recommended commissioning changes into the Architect's reports, drawings, specifications, bidding, or other documents. The Architect's time for performance of those services shall be equitably adjusted.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 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, or due to market conditions the Architect could not reasonably anticipate. 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 cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 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 for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's 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 terminate in accordance with Section 9.5;
- .3 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
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions 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 revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility 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.

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.

§ 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 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 under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the 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.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and 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 A232–2019, 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.

§ 8.1.3 The Architect 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 obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the lesser of (1) the stated amount of the professional liability insurance coverage required of the Architect under this Agreement or (2) the amount stated in Section 11.1.

§ 8.1.4 The Owner shall indemnify and hold the Architect, its officers, employees and consultants harmless from and against damages, losses and judgment from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law caused by the negligent acts or omissions of the Owner, the Construction Manager, the Contractor or the employees, consultants or subcontractors of any of them.

§ 8.1.5 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.

§ 8.1.6 The Owner acknowledges that it has been advised by the Architect to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues").

§ 8.1.6.1 If Owner fails to retain an Accessibility Consultant, the Owner agrees to release, defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.

§ 8.1.7 If, due to the Architect's negligence, 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.

§ 8.1.8 The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Owner has first provided the Architect with a written certification executed by an independent consultant currently practicing in the same discipline as the Architect and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

§ 8.1.9 For projects intended for residential use, the Architect's services and Construction Documents are intended solely for the design and construction of residential rental units under the ownership and control of a single, integrated owner. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the Architect shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the Owner in the construction

documents shall be void. The Owner shall be expressly prohibited from making any further use of the construction documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the Owner agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for the Architect's sole negligence or willful misconduct, as found by a court of competent jurisdiction. This provision shall survive termination of this Agreement.

§ 8.1.10 The Architect may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Owner. Those about whom reports and opinions are rendered may, as a consequence, initiate claims against the Architect. To help create an atmosphere in which the Architect may freely report or express such opinions candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by the Architect to the Owner or to the Owner's agents.

§ 8.1.11 The Owner agrees that any and all limitations of the Architect's liability, waivers of damages by the Owner to the Architect and indemnifications by the Owner to the Architect shall include and extend to those individuals and entities the Architect retains for performance of the services under this Agreement, including but not limited to the Architect's officers, partners and employees and their heirs and assigns, as well as the Architect's subconsultants and their officers, employees, heirs and assigns.

§ 8.1.12 In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Architect without obtaining the Architect's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents, including electronic files, without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

§ 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

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

§ 8.3 Arbitration

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

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common 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 law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and 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.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the 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 Owner shall pay the Architect 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

- .1 Termination Fee:
25% of the remaining compensation indicated in Section 11.1 at the time of termination.
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
100% of the remaining compensation indicated in Section 11.1 at the time of termination.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this

Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 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, and including any payments due to the Architect by the Owner prior to the assignment.

§ 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.

§ 10.6.1 The Architect shall be available to the Owner in their coordination of work with the Environmental Specialists that may be required by the Owner for the project. It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his or her own option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate Specialist Consultant(s) or Contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials and warrant that the job site is in full compliance with applicable laws and regulations.

§ 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Limitations on liability, waivers and indemnities in this Agreement are arms-length business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Architect's gross negligence or the Architect's willful misconduct. The parties also agree that the Owner will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Architect as a third-party defendant. Parties means the Owner and the Architect, and their officers, directors, partners, employees, subcontractors and subconsultants.

§ 10.11 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

§ 10.12 If an event or circumstance beyond the Architect's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of the Architect, whether similar or dissimilar to any of the foregoing, that cause the Architect delay or additional expense ("Force Majeure Event"), then the Architect is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders the Architect's performance impossible or impracticable, the Architect has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, the Architect will notify the Owner within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on the Architect's performance, including its expected duration. The Architect will use reasonable efforts to mitigate the impact of any Force Majeure Event on the Architect's ability to perform under this Agreement.

§ 10.13 The Owner understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Architect is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Owner agrees that if any product or material specified for this Project by the Architect shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Owner shall waive all claims as a result thereof against the Architect.

§ 10.13.1 To the extent the Architect collects product manufacturer materials disclosing product contents, the Owner acknowledges that it is not relying upon the Architect for any analysis of materials composition or the human or environmental health impacts of specific material selections. If the Owner requires such analysis, any assessments or evaluations of this kind shall be conducted by a toxicologist or other trained professionals retained by the Owner. The Architect shall be entitled to rely on information furnished by manufacturers and material suppliers. In addition, the Owner may direct the use of new and untested products, materials and/or technologies. The Owner assumes all risk for the foregoing and releases the Architect from any claims arising out of or relating to the foregoing.

§ 10.13.2 The Owner further agrees that if the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect, and the Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, are deemed unsuitable for the Project or become known or suspected health or safety hazards.

§ 10.14 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 the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

§ 10.15 Use of Email: Due to its inherent nature, email may be vulnerable to interception by unauthorized parties during transmission. The Architect cannot guarantee the confidentiality of any information sent by email. If the Owner does not wish us to communicate by email on the Owner's matters, the Architect shall be notified immediately. In the absence of such notification, the Owner's consent will be assumed and the Architect will not take any additional security measures, including but not limited to encryption. Although the Architect subscribes to and uses virus protection software the Architect believes to be reliable, the Architect cannot warranty that any emails or attachments are free from any virus. The Architect recommends that the Owner independently take steps to ensure they are actually virus-free.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Schematic Design and Construction Documents Services: Total Lump Sum fee of forty-five thousand, six hundred dollars(\$45,600.00).

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

Construction Administration Services: Hourly Rate basis per Exhibit A – Fee Schedule (2025)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Compensation amount shall be included in Section 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

On an hourly basis per Exhibit A - Fee Schedule (Current Year's Version)

§ 11.4 Compensation for Supplemental and 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 five percent (5%), or as follows:

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

Schematic Design Phase	thirty	percent (	30	%)
Design Development Phase	Not Applicable	percent (		%)
Construction Documents Phase	sixty-five	percent (	65	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	Not Applicable – provided on an hourly basis	percent (		%)
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 identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The 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 are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph deleted)

On an hourly basis per Exhibit A - Fee Schedule (Current Year's Version)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

Init.

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User Notes:

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the 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.

(Insert rate of monthly or annual interest agreed upon.)

One percent (1 %)

§ 11.10.2.2 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.

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

§ 11.10.2.4 If the Owner's written notice to proceed required by Section 3.1 is not received within one (1) month of the date of this Agreement, the Architect's Stipulated Sum for Basic and Supplemental Services and the time schedules shall be equitably adjusted.

§ 11.10.2.5 Prior to the issuance of signed Construction Documents and/or Reports, all Architect's invoices older than 30 days shall be paid in full.

§ 11.10.2.6 If the Owner fails to make payments when due and the Architect incurs any costs in order to collect overdue sums from the Owner, the Owner agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Architect staff costs at standard billing rates for the Architect's time spent in efforts to collect. This obligation of the Owner to pay the Architect's collection costs shall survive the term of this Agreement or any earlier termination by either party.

§ 11.10.2.7 If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within seven (7) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten

(10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Owner on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 For Projects in Minnesota, refer to Exhibit B for Pre-Lien Notice.

§ 12.2 The Owner authorizes the Architect to use the project for tax savings incentive 179D. The Owner will allow the Architect access to the building for 3rd party on-site visit to verify the energy efficiencies and provide copies of energy usage (utility bill) as necessary to obtain 179D tax deduction.

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 the Owner and Architect.

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

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 Exhibits

(Paragraphs deleted)

Exhibit A – Fee Schedule (Current Year's Version)

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Katherine Hildenbrand, CID, VP

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

Additions and Deletions Report for AIA® Document B132™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:12:41 ET on 11/18/2025.

PAGE 1

AGREEMENT made as of the seventeenth day of November in the year two thousand twenty-five

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City of Hibbing
401 East 21st Street
Hibbing, MN 55746

...

Widseth Smith Nolting & Assoc., Inc. dba "Widseth"
216 South Main Street
Crookston, MN 56716

...

Hibbing Public Library Tech Center and Toilet Rooms Renovation
2020 5th Avenue East
Hibbing, MN 55746

WSN Project #2025-11544

...

Adolfson & Peterson Construction
408 West Superior Street
Duluth, MN 55802

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(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

...

The Owner's program consists of the renovation of portions of the Hibbing Public Library to enhance accessibility and technology resources. The project includes the replacement of existing child-sized toilet rooms with an adult-sized, ADA-compliant facility and the renovation of a designated area to create a Technology Center supporting meetings, collaboration, and public technology use. The Owner's program has been developed through discussion between the City of Hibbing and the Architect and is further described in correspondence and the Architect's proposal dated September 3, 2025.

...

The Project is located at the Hibbing Public Library, 2020 5th Avenue East, Hibbing, Minnesota. The work consists of interior renovations within the existing facility, limited to the areas designated for the Technology Center and toilet rooms. The site is an established municipal property with existing parking, utilities, and access. No exterior, site, or structural modifications are anticipated. No geotechnical, traffic, or utility studies are required for this scope of work.

...

Six Hundred Thousand Dollars (\$600,000)

PAGE 3

Winter 2026

...

Design Bid-Build

...

N/A

...

N/A

...

Nick Arola
City Services Director
City of Hibbing
401 East 21st Street
Hibbing, MN 55746
Telephone Number: 218-421-5565

PAGE 4

.2 — Land Surveyor:

.3 —

.2 — Geotechnical Engineer:

N/A

...

.4 — Civil Engineer:

:

...

Katie Hildenbrand, CID, VP
Widseth Smith Nolting & Associates, Inc.
704 East Howard Street
Hibbing, MN 55746
Telephone Number: 218-274-6049

...

Structural Engineer on Staff at Widseth

...

Mechanical Engineer on Staff at Widseth

...

.3 Electrical Engineer:

Electrical Engineer on Staff at Widseth

.4 Civil Engineer:

Civil Engineer on Staff at Widseth

PAGE 5

N/A

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on, of~~ Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 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. The Architect makes no other representations or warranties whether expressed or implied, with respect to the services rendered hereunder. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

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

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

...

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

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (~~\$—~~) per claim and (~~\$—~~) Five Hundred Thousand Dollars (\$500,000) per claim and Five Hundred Thousand Dollars (\$500,000) in the aggregate.

...

§ 2.6.9 The Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

§ 3.6.2.5.1 On written request of either the Owner or the Contractor, the Architect shall interpret and render decisions on matters concerning performance of the Owner and the Contractor under the requirements of the Contract Documents. The Owner will pay the Architect for these services in accordance with the Additional Services provisions of this Agreement. Decisions of the Architect shall be consistent with the design concepts and information contained in the Contract Documents and reasonably inferable therefrom and shall be made with reasonable promptness. The Architect shall attempt to ensure that both the Owner and the Contractor faithfully perform their contractual obligations, and the Architect shall not be partial to either. The Architect shall not be liable to either the Owner or the Contractor for the results of interpretations or decisions rendered by the Architect in good faith.

§ 3.6.2.5.2 Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs arising out of or in any way connected with the Architect's service as an initial decision maker.

§ 3.6.2.5.3 In addition, the Owner agrees, and shall require all contractors to agree, to make no claim and to waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect arising out of or in any way connected with the Architect's service as an initial decision maker.

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment—the application for payment and determine the amounts that the Architect recommends the Contractor be paid. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify-recommend 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-review the amount due the Contractor and shall issue a Certificate for Payment in such amount-recommendation for payment.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously

prepared, reviewed, and certified. The Architect shall ~~certify~~ review the total amount due all Contractors collectively and shall issue a Project Certificate for Payment ~~in the total of such amounts indicating recommendations in total.~~

§ 3.6.3.2 The Architect's ~~certification recommendation~~ 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, the quality of the Work is ~~in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified.~~ generally in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 ~~The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation. By recommending any payment to the Contractor, the Architect shall not be deemed to have represented 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 suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

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§ 4.1.1.2	Programming	<u>Architect</u>
§ 4.1.1.3	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	<u>Architect</u>
§ 4.1.1.5	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	Civil engineering	<u>Not Provided</u>
§ 4.1.1.10	Landscape design	<u>Not Provided</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Not Provided</u>
§ 4.1.1.13	Cost estimating	<u>Not Provided</u>
§ 4.1.1.14	On-site project representation	<u>Not Provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>

§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

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Supplemental service as noted in 4.1.1 are to be per industry standard.

...

N/A

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

PAGE 16

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) 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.

PAGE 17

§ 5.12.1 The Owner shall promptly report to the Architect any defects or suspected defects in the Architect's services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on the Construction Manager and all contractors in its Owner/Construction Manager contract and Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Owner, Construction Manager, and the Owner's contractors or subcontractors to notify the Architect shall relieve the Architect of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

...

§ 5.17 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Architect shall, accordingly, not have any liability to the Owner in connection with same.

§ 5.18 If the Owner retains the services of a Commissioning Agent (CxA) to review the plans prepared by the Architect, those CxA services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity of the CxA and shall define the CxA's scope of services. All recommendations of the CxA shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations.

§ 5.18.1 If the Architect objects to any recommendations made by the CxA, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, in spite of the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities, or costs,

including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

§ 5.18.2 The Architect shall be compensated as Additional Service for all time spent to prepare for, review, and respond to the recommendations of the CxA, and to incorporate recommended commissioning changes into the Architect's reports, drawings, specifications, bidding, or other documents. The Architect's time for performance of those services shall be equitably adjusted.

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§ 8.1.3 The Architect 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 obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement, lesser of (1) the stated amount of the professional liability insurance coverage required of the Architect under this Agreement or (2) the amount stated in Section 11.1.

§ 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. Owner shall indemnify and hold the Architect, its officers, employees and consultants harmless from and against damages, losses and judgment from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law caused by the negligent acts or omissions of the Owner, the Construction Manager, the Contractor or the employees, consultants or subcontractors of any of them.

§ 8.1.5 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.

§ 8.1.6 The Owner acknowledges that it has been advised by the Architect to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues").

§ 8.1.6.1 If Owner fails to retain an Accessibility Consultant, the Owner agrees to release, defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.

§ 8.1.7 If, due to the Architect's negligence, 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.

§ 8.1.8 The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Owner has first provided the Architect with a written certification executed by an independent consultant currently practicing in the same discipline as the Architect and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

§ 8.1.9 For projects intended for residential use, the Architect's services and Construction Documents are intended solely for the design and construction of residential rental units under the ownership and control of a single, integrated owner. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the Architect shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the Owner in the construction documents shall be void. The Owner shall be expressly prohibited from making any further use of the construction documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the Owner agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for the Architect's sole negligence or willful misconduct, as found by a court of competent jurisdiction. This provision shall survive termination of this Agreement.

§ 8.1.10 The Architect may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Owner. Those about whom reports and opinions are rendered may, as a consequence, initiate claims against the Architect. To help create an atmosphere in which the Architect may freely report or express such opinions candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by the Architect to the Owner or to the Owner's agents.

§ 8.1.11 The Owner agrees that any and all limitations of the Architect's liability, waivers of damages by the Owner to the Architect and indemnifications by the Owner to the Architect shall include and extend to those individuals and entities the Architect retains for performance of the services under this Agreement, including but not limited to the Architect's officers, partners and employees and their heirs and assigns, as well as the Architect's subconsultants and their officers, employees, heirs and assigns.

§ 8.1.12 In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Architect without obtaining the Architect's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents, including electronic files, without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

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[X] Litigation in a court of competent jurisdiction

PAGE 23

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

...

25% of the remaining compensation indicated in Section 11.1 at the time of termination.

...

100% of the remaining compensation indicated in Section 11.1 at the time of termination.

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§ 10.6.1 The Architect shall be available to the Owner in their coordination of work with the Environmental Specialists that may be required by the Owner for the project. It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his or her own option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate Specialist Consultant(s) or Contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials and warrant that the job site is in full compliance with applicable laws and regulations.

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§ 10.10 Limitations on liability, waivers and indemnities in this Agreement are arms-length business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Architect's gross negligence or the Architect's willful misconduct. The parties also agree that the Owner will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Architect as a third-party defendant. Parties means the Owner and the Architect, and their officers, directors, partners, employees, subcontractors and subconsultants.

§ 10.11 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

§ 10.12 If an event or circumstance beyond the Architect's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of the Architect, whether similar or dissimilar to any of the foregoing, that cause the Architect delay or additional expense ("Force Majeure Event"), then the Architect is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders the Architect's performance impossible or impracticable, the Architect has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, the Architect will notify the Owner within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on the Architect's performance, including its expected duration. The Architect will use reasonable efforts to mitigate the impact of any Force Majeure Event on the Architect's ability to perform under this Agreement.

§ 10.13 The Owner understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Architect is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Owner agrees that if any product or material specified for this Project by the Architect shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Owner shall waive all claims as a result thereof against the Architect.

§ 10.13.1 To the extent the Architect collects product manufacturer materials disclosing product contents, the Owner acknowledges that it is not relying upon the Architect for any analysis of materials composition or the human or environmental health impacts of specific material selections. If the Owner requires such analysis, any assessments or evaluations of this kind shall be conducted by a toxicologist or other trained professionals retained by the Owner. The Architect shall be entitled to rely on information furnished by manufacturers and material suppliers. In addition, the Owner may direct the use of new and untested products, materials and/or technologies. The Owner assumes all risk for the foregoing and releases the Architect from any claims arising out of or relating to the foregoing.

§ 10.13.2 The Owner further agrees that if the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect, and the Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, are deemed unsuitable for the Project or become known or suspected health or safety hazards.

§ 10.14 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 the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

§ 10.15 Use of Email: Due to its inherent nature, email may be vulnerable to interception by unauthorized parties during transmission. The Architect cannot guarantee the confidentiality of any information sent by email. If the Owner does not wish us to communicate by email on the Owner's matters, the Architect shall be notified immediately. In the absence of such notification, the Owner's consent will be assumed and the Architect will not take any additional security measures, including but not limited to encryption. Although the Architect subscribes to and uses virus protection software the Architect believes to be reliable, the Architect cannot warranty that any emails or attachments are free from any virus. The Architect recommends that the Owner independently take steps to ensure they are actually virus-free.

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Schematic Design and Construction Documents Services: Total Lump Sum fee of forty-five thousand, six hundred dollars(\$45,600.00).

...

Construction Administration Services: Hourly Rate basis per Exhibit A – Fee Schedule (2025)

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation amount shall be included in Section 11.1

...

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

On an hourly basis per Exhibit A - Fee Schedule (Current Year's Version)

§ 11.4 Compensation for Supplemental and 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 percent (—%), five percent (5%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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Schematic Design Phase	<u>thirty</u>	percent (	<u>30</u>	%)
Design Development Phase	<u>Not Applicable</u>	percent (		%)

Construction Documents Phase	<u>sixty-five</u>	percent (	<u>65</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Not Applicable – provided on an hourly basis</u>	percent (		%)

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

On an hourly basis per Exhibit A - Fee Schedule (Current Year's Version)

Employee or Category	Rate (\$0.00)
-----------------------------	----------------------

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent~~ (zero percent (0 %)) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of (~~\$—~~) Zero Dollars and Zero Cents (\$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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (~~\$—~~) Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the 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.

...

~~%—~~ One percent (1 %)

...

§ 11.10.2.4 If the Owner's written notice to proceed required by Section 3.1 is not received within one (1) month of the date of this Agreement, the Architect's Stipulated Sum for Basic and Supplemental Services and the time schedules shall be equitably adjusted.

§ 11.10.2.5 Prior to the issuance of signed Construction Documents and/or Reports, all Architect's invoices older than 30 days shall be paid in full.

§ 11.10.2.6 If the Owner fails to make payments when due and the Architect incurs any costs in order to collect overdue sums from the Owner, the Owner agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Architect staff costs at standard billing rates for the Architect's time spent in efforts to collect. This obligation of the Owner to pay the Architect's collection costs shall survive the term of this Agreement or any earlier termination by either party.

§ 11.10.2.7 If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within seven (7) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Owner on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.

PAGE 29

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 For Projects in Minnesota, refer to Exhibit B for Pre-Lien Notice.

§ 12.2 The Owner authorizes the Architect to use the project for tax savings incentive 179D. The Owner will allow the Architect access to the building for 3rd party on-site visit to verify the energy efficiencies and provide copies of energy usage (utility bill) as necessary to obtain 179D tax deduction.

...

.2 Building Information Modeling Exhibit, if completed: Exhibits

.3 Exhibits:

_____ *(Check the appropriate box for any exhibits incorporated into this Agreement.)*

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

_____ ☐ Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any
exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

.4 Other documents:

_____ *(List other documents, if any, forming part of the Agreement.)*

Exhibit A – Fee Schedule (Current Year's Version)

...

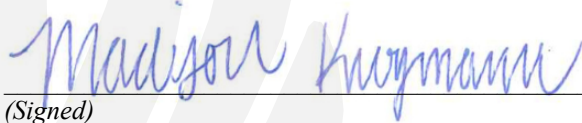
(Signature)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:12:41 ET on 11/18/2025 under Order No. 3104240140 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Office Support Specialist
(Title)

11/18/2025
(Dated)

2025 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$140 / Hour
Level II	\$165 / Hour
Level III	\$192 / Hour
Level IV	\$200 / Hour
Level V	\$210 / Hour
Technician	
Level I	\$100 / Hour
Level II	\$120 / Hour
Level III	\$140 / Hour
Level IV	\$155 / Hour
Level V	\$170 / Hour
Computer Systems Specialist	\$180 / Hour
Senior Funding Specialist	\$145 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$120 / Hour
Administrative Assistant	\$ 85 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 28th day of November in the year 2025
(In words, indicate day, month, and year.)

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

City of Hibbing
401 East 21st Street
Hibbing, Minnesota 55746

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

AP Midwest, LLC
dba: Adolfson & Peterson Construction
408 West Superior Street
Duluth, Minnesota 55802

for the following Project:
(Name, location, and detailed description)
City of Hibbing – City Hall Window Replacement and Masonry Restoration
401 East 21st Street
Hibbing, Minnesota 55746

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

Widseth
126 East Superior Street
Duluth, Minnesota 55802

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

- Exhibit A to include the Construction Manager's general condition costs, GMP breakdown and labor rate schedule.

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

Removal of existing windows and installation of new windows, and masonry restoration consisting of brick replacement, tuck pointing and steel lintel replacement.

§ 1.1.2 The Project's physical characteristics:

(Paragraphs deleted)

Existing window replacement and masonry restoration.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

\$2,000,000 Construction Cost

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

.1 Design / Preconstruction phase milestone dates, if any:

Construction Documents Completed for Construction – December 5, 2025
Issue Construction Documents for Bidding – December 8, 2025
Bid Opening – January 8, 2026
GMP Preparation – January 9 – January 20, 2026
City Council Meeting / Approval – January 21, 2026
Issue Subcontracts – January 22 – January 30, 2026
Material Procurement / Shop Dwgs – February 2 – May 8, 2026

.2 Construction commencement date:

May 18, 2026

.3 Substantial Completion date or dates:

October 16, 2026

.4 Other milestone dates:

N/A

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

To be determined.

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

N/A

(Paragraph deleted)

§ 1.1.7 Other Project information:

To be determined.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

Greg Pruszinske
City Administrator
City of Hibbing
401 East 21st Street
Hibbing, Minnesota 55746
218-969-4850

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

Jesse Story
City Engineer/Director of Public Works
City of Hibbing
401 East 21st Street
Hibbing, Minnesota 55746

Init.

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

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(Paragraphs deleted)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Ryan Erspamer
Architect
Widseth
126 East Superior Street
Duluth, Minnesota 55802
(218) 727-8481

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Patrick Sims
General Manager
Adolfson & Peterson Construction
408 West Superior Street
Duluth, Minnesota 55802
218-606-2011

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Patrick Sims – General Manager - Preconstruction Lead
Todd Erickson – Sr Project Manager – Preconstruction Support
Tom Brunette – Sr Superintendent – Preconstruction Support

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

Best efforts to involve as many responsible, qualified subcontractors from the Hibbing area and the Iron Range.

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

N/A

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

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User Notes:

(1249069666)

Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule, and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 **Design Assist Subcontractors.** In accordance with Sections 3.1.2 and 3.1.3.2 above, Construction Manager may employ professional design assistance services early in the Project for the purposes of reviewing ongoing design documents for input on constructability, schedule, long lead item procurement and budget and potentially value engineering. The design assist Subcontractors are only assisting in reviewing design, and these services are not design services and shall not impose any design liability on said Subcontractors.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's acceptance. The Construction Manager shall inform the Owner of the Architect's portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The

Construction Manager shall inform the Owner and Architect if the estimate of the Cost of the Work exceeds the latest approved Project budget and make recommendations for corrective action.

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document.

Early procurement bid package(s) as may be necessary to facilitate the project schedule.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and

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reasonably indicated. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 A project schedule with the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency (the "Construction Manager's Contingency") for the Construction Manager's exclusive use to cover those costs arising out of circumstances not anticipated by the Construction Manager, but not included in a Change Order, as determined at the sole discretion of the Construction Manager. Examples of costs to be paid from the Construction Manager's Contingency include, but are not limited to, the following: work required to comply with the intent of the Contract Documents where such work was inadvertently omitted from a Subcontractor's scope of work due to ambiguity or conflict in the Contract Documents; changes in local material/labor market conditions and the resulting increase in the Cost of the Work and/or impact to the Construction Manager's general conditions; work items that were missed in the estimate during final development of the Guaranteed Maximum Price but which are required expressly or by necessary implication by the Contract Documents; the re-procurement of the services of a Subcontractor or supplier of any tier due to termination for any reason; and other purchasing, estimating, or scheduling errors by the Construction Manager or any Subcontractor or supplier of any tier. The Construction Manager's Contingency is not intended to fund design errors, changes in the scope of the Work, differing site conditions, suspensions or delays for which the Owner is responsible, or additional costs of allowances beyond the dollar values included in the Guaranteed Maximum Price.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment. The notice to proceed shall not be issued before the Construction Manager has received: (1) all building or civil permits and applicable permits, (2) satisfactory proof that all insurance policies required by the Contract Documents are in effect, and (3) verification of adequate Owner financing. Notwithstanding any other language herein, the Contract Time and Price shall be adjusted for delays in receiving all applicable permits, satisfactory proof that the insurance required by the Contract Documents is in effect, and verification of adequate Owner construction financing. In the event the date of commencement is not established within thirty (30) days of Owner's acceptance of the Construction Manager's GMP, Construction Manager shall be entitled to adjust the GMP for actual increase in the Cost of the Work, which Owner shall have a right to review pursuant to the terms of this Agreement. Any adjustment to the GMP shall constitute a Change Order and shall state the date by which Construction Manager must receive a valid date of commencement from the Owner in order for the adjusted GMP to remain effective for this Agreement. The right to adjust the GMP hereunder is in addition to and not in limitation of Construction Manager's right to terminate this Agreement under Article 14.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability, and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's

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obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 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 Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. 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. The Owner shall determine and advise the Architect and Contractor of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including civil, structural, , and any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

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Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Construction Manager's Preconstruction Fee will be a lump sum based on the following breakdown:

Adolfson & Peterson Construction – Pre-Construction Services \$15,000.00 (Lump Sum)

This lump sum is based upon an assumption of the preconstruction will be completed by May 18, 2026.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly rates below are intended if additional services during the preconstruction phase or if the preconstruction phase extends past May 18, 2026.

Individual or Position	Rate
General Manager	\$160/hr
Senior Project Manager	\$142/hr
Project Manager	\$130/hr
Senior Superintendent	\$150/hr
Director of Preconstruction/Estimating	\$150/hr
Estimator	\$100/hr
MEP Project Manager	\$135/hr
BIM / VDC	\$110/hr

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed by May 18, 2026, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable forty-five (45) days after receipt of Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly or 18% annually

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee will be a percentage of 2.25% based on the construction value of the project including subcontractor costs, permits, insurance, bonds, SDI, contingency and preconstruction services. The Construction Manager's Fee will be charged as a percentage of the monthly Cost of Work in each pay application.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

In the event the GMP is increased by more than five percent (5%), the Construction Manager's Fee will be increased two percent (2.25%) of Cost of the Work, one and two-tenths percent (1.20%) for any bond amounts, and one and fifteen-hundredths percent (1.15%) for liability insurance. There will be no reduction in bond or liability insurance costs in the event the GMP is reduced. There will be no reduction in the Construction Manager's Fee for shared savings. Retainage shall be five percent (5%), reduced to zero percent (0%) once the project is invoiced at 95% of the project value.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor mark-up will not exceed ten percent (10%).

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ten percent (10%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages shall not apply to this agreement.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

If the sum of the Construction Manager's Fee and the Cost of the Work is less than the GMP (as it is adjusted pursuant to the Contract Documents, including adjustments for underruns and overruns on allowances, if any), the amount by which this sum is less than the GMP (as it may be adjusted) is the Savings. Savings will first be used to compensate the Construction Manager for any overage in documented costs for Preconstruction Phase Work or general conditions. The Owner shall pay twenty-five percent (25%) of any remaining Savings to the Construction Manager at the time of the Final Payment.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Owner shall issue such changes in writing. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Costs shall be at rates as set forth in the Guaranteed Maximum Price Amendment not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.1.3 The Owner and Construction Manager acknowledge and agree that they have negotiated, stipulated to, and reached agreement upon all of the rates set forth in Exhibit A – GMP Amendment labor rate schedule. The Owner's sole and exclusive audit right with respect to the rates in Exhibit A – GMP Amendment labor rate schedule is with respect to the number of hours charged by the Construction Manager at those negotiated rates.

§ 7.2 Labor Costs

§ 7.2.1 Hourly charges at the rates set forth in Exhibit A – GMP Amendment labor rate schedule for categories of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site, in the office, or at off-site workshops. Charges for categories of construction workers not identified in Exhibit A – GMP Amendment labor rate schedule shall be negotiated with the Owner prior to invoicing for those services. The Construction Manager and the Owner agree to negotiate in good faith on the rates for categories of construction workers not listed in Exhibit A – GMP Amendment labor rate schedule.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work as identified in Exhibit A or performing Project support and in accordance with the Labor Rate Schedule in Exhibit A. Owner shall pay the Construction Manager for charges for either or both supervisory and administrative individuals not identified in Exhibit A once the rates for those categories are negotiated with the Owner. The Construction Manager and Owner agree to negotiate in good faith on the rates for categories of supervisory and administrative personnel not listed in Exhibit A.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work and limited to the personnel and activities listed

(Paragraphs deleted)

in Exhibit A – GMP Amendment labor rate schedule.

§ 7.2.3 The hourly rates set forth in Exhibit A – GMP Amendment labor rate schedule include all costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by applicable law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, vacations, holidays, and pensions.

(Paragraph deleted)

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges, in accordance with the Rental Rate Schedule in Exhibit A – GMP Amendment, for temporary facilities, machinery, equipment, company-owned vehicles, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs and replacements, and removal thereof. Rental of equipment from equipment rental companies will be charged at the actual invoice costs plus appropriate taxes.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Owner and Construction Manager acknowledge and agree that they have negotiated, stipulated to, and reached agreement that the cost for liability insurance is one and fifteen-hundredths percent (1.15%) of the GMP. Construction Manager may self-insure for full or a portion of the coverages required by the Contract Documents. Owner agrees it is not entitled to audit the composition of the percent rate set forth above for insurance. The Owner's sole and exclusive audit right is with respect to the amount of the GMP and not the percentage charged. In the event the GMP is increased, the Construction Manager's costs will be increased one and fifteen-hundredths percent (1.15%) for liability insurance and one and two-tenths percent (1.20%) for Subcontractor default or failure insurance or Subcontractor Bonds. There will be no reduction in insurance costs in the event the GMP is reduced.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.1.3 Costs of Subcontractor default or failure insurance at a rate equal to one and two-tenths percent (1.20%) of the total subcontract value for each individual construction phase. The Owner agrees that it is not entitled to audit the composition of the percent rate set forth herein.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable. In the event a governmental authority modifies the tax rate, the Construction Manager will quantify the financial impact of the change and present it to the Owner in the form of a Change Order for the difference, which the Owner will validate and accept.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

(Paragraph deleted)

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 The Construction Manager's general condition costs are identified in Exhibit A – **Guaranteed Maximum Price (GMP) Amendment**. The Construction Manager will invoice in equal monthly increments. The Construction Manager shall not bill in excess of this amount without prior written approval of Owner.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

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§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs not to be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel not associated with the Project, who are stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14, or in Exhibit B;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .6 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall prequalify and obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific Subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be reviewed by the Owner at the outset of the Project and any clarifications or requirements shall be provided by the Owner within thirty (30) days of notice to proceed or commencement date. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law. Notwithstanding anything in the Contract Documents to the contrary, Owner and the Construction Manager agree that the individual hourly rates set forth on attached Exhibit A, the rental rates set forth on attached Exhibit A, the percent allocations for insurance, and amendments thereto, are, or will be, negotiated rates and, therefore, the calculation of those individual rates is not subject to audit by the Owner under this Article 10; however, the amount of hours or days, as applicable, at those rates included in the calculation of the Cost of the Work remains subject to the Owner's audit rights.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period for each Application for Payment shall be one (1) calendar month ending on the 25th of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the undisputed amount invoiced by the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the undisputed amount invoiced shall be made by the Owner not later than thirty-five (35) days after the Architect receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall make available, if requested, non-certified payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .4 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .5 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.7.3 All construction change directives and minor changes shall not exceed \$50,000.00 in aggregate total. For disputed changes, Owner agrees to pay Construction Manager the undisputed amounts.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%).

§ 11.1.8.1.1 The following items are not subject to retainage:

(Paragraph deleted)

Construction Manager's general requirements/general conditions, insurance costs, builders risk costs, permit fees and the Construction Manager's fee.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Reduced to zero percent (0%) when Construction Manager has invoiced an amount equal to 95% of the project value.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner and shall be completed within ninety (90) days of certification of progress payment. If said examination is not undertaken, the information shall be deemed accurate and complete.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Thirty days (30) after issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5 % monthly or 18% annual

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Ryan Erspamer
Architect
Widseth
126 East Superior Street
Duluth, Minnesota 55802
(218) 727-8481

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ Arbitration pursuant to Article 15 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

Init.

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ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Full amount of Construction Manager's Fee and all costs/expenses incurred.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201-2017 and Exhibit B to this Agreement.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 14.4 Notice in electronic format, may be given.

Email notice.

§ 14.5 Other provisions:

§ 14.5.1 Approvals, consents, and permissions from the Owner shall not be unreasonably withheld.

§ 14.5.2 Any pricing, estimates, or allowances contained in the Contract Documents or otherwise provided by the Construction Manager with respect to the amount of any particular line items included within the Guaranteed Maximum Price shall not constitute a warranty, representation, or obligation of the Construction Manager to complete the Work associated with such line items for the specified amount, and the Construction Manager shall have the right to allocate any difference between the estimated and actual cost of performing the Work associated with any line item to any other line item(s).

§ 14.5.2.1 To the extent that the net of all line-item savings and additional costs exceeds the Guaranteed Maximum Price, the Construction Manager may use the Contingency to defray any additional Cost of the Work or any cost necessarily incurred by the Construction Manager in the performance of the Work.

§ 14.5.3 The Construction Manager shall not be required to furnish to Owner's Separate Contractors and material suppliers, general/special condition items such as, but not limited to, unloading, temporary electrical service, vertical/horizontal transportation, trash removal, clean-up, insurance, equipment temporary barricades and protection, etc. However, the Construction Manager shall cooperate with the Owner's Separate Contractors and material suppliers to the extent that such cooperation does not materially interfere with the performance of the Work.

§ 14.5.4 This Agreement excludes imposition of subsequent additional requirements by Government Authorities (Building Department, Fire Marshall, etc.) or changes in Codes or Statutes imposed after the date of the drawings which were submitted in order for permits to be obtained. This Agreement excludes modifying or upgrading of any existing building systems, utilities, or existing conditions beyond those shown in the Contract Documents.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment (Final Exhibit A to be added when executed)
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds (to be added when Exhibit A is executed)
- .4 AIA Document A201™-2017, Exhibit C, General Conditions of the Contract for Construction

.5

(Paragraphs deleted)

Other Exhibits:

(Check all boxes that apply.)

Document

Title

Date

Pages

.6 Other documents, if any, listed below:

(Paragraph deleted)

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Project schedule, Construction Manager general condition costs, GMP breakdown, labor rate schedule and equipment rental rate schedule to be included with Exhibit A – Guaranteed Maximum Price (GMP)Amendment.

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

City of Hibbing *(Signature)*

(Row deleted)

Pete Hyduke, Mayor

(Printed name and title)

Adolfson & Peterson Construction *(Signature)*

David Grandstaff, Regional President

(Printed name and title)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

(Paragraphs deleted)

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(Topics and numbers in bold are Section headings.)

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: 1. Contract Agreement: The main contract document outlining the agreement between the owner and the contractor. 2. General Conditions: standardized terms and conditions that govern the project. 3. Special Conditions: Specific terms unique to the project. 4. Specifications: Written descriptions of materials, workmanship, and construction standards. 5. Drawings: Detailed graphical representations of the project. 6. Addenda: Changes or additions to the original contract documents. 7. Change Orders: Amendments to the contract documents after the project has begun. 8. Construction Change Directives: Directives issued by the owner for changes in the work. 9. Miscellaneous Documents: Additional documents relevant to the project, such as permits approvals, and certificates.. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Base Bid

The Base Bid is the bid before any alternates are considered.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably indicated therein.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, by email or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service.

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness at Owner's expense. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, issue a second notice to the Contractor that Contractor has five (5) days to commence and continue to correct such deficiencies. If the Contractor, within such five (5) day period after receipt of such second notice, fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated reasonable observations with requirements of the Contract Documents. However, Contractor's investigation shall not be deemed to supersede or waive Contractor's right to rely on site information provided by Owner under Section 2.3.4.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

Notwithstanding any of the rights and authority granted or required of the Owner in the Contract Documents or any provision, in no event shall the Owner have the right to exercise control over, take charge of, or assume any responsibility for any subcontractor's or supplier's employees, construction means, methods, techniques, sequences, or procedures, or for subcontractor's safety precautions and programs in connection with the Work.

§ 3.3.2 Subcontractors will be independently responsible for the safety of their employees and job-site in connection with their subcontracted portions of the Work; provided, however, that the foregoing is not intended to relieve Contractor of its obligations to Owner, including, without limitation, Contractor's obligation to construct the Work in accordance with the Contract Documents.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 For a period of one (1) year following Substantial Completion of the Work, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Contractor shall be entitled to a copy of all maintenance records upon request. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. THE AFORESAID WARRANTIES AND ANY OTHER EXPRESS WARRANTIES REQUIRED UNDER THE SPECIFICATIONS ARE IN LIEU OF ALL OTHER WARRANTIES BY THE CONTRACTOR, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. In the event there is a change in tax rates, including tariffs, by the Federal, State, County or Municipal governments, Contractor shall be entitled to a Change Order for the difference (positive or negative) and adjust the contract value accordingly.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

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§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. The Owner may reply within five (5) days to the Contractor in writing, stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to reply within the five (5) day period shall constitute notice of no reasonable objection.

(Paragraph deleted)

§ 3.10 Contractor's Construction and Submittal Schedules

The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect, as may be modified from time to time, subject to the provisions of this Agreement.

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(Paragraphs deleted)

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, , and agents and employees of the Owner from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably indicated in the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall timely cooperate with each other. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of the Owner's or Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;
- .5 Costs of supervision and field office personnel directly attributable to the change; and
- .6 The Architect's determination, as specified above, shall not be less than the actual costs expended by the Contractor in performing the changed Work. If the Architect's determination is believed by the Contractor to be less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Acceptance of Change Orders and any adjustments in the Contract Sum or Contract Time shall not be unreasonably withheld.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time if the party asserting waiver has been prejudiced by lack of notice.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control (including but not limited to, labor and/or material escalation and/or shortages, supply chain disruptions, delays to deliveries, permits, insurance or notice to proceed, and Owner, government, or regulatory actions, such as stop work orders, arising out of or relating to quarantines, embargos, travel restrictions, virus, disease, contagion, or any other widespread communicable disease, such as epidemics or pandemics); (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time and/or Sum shall be extended for such reasonable time and/or cost as the Architect may determine. The extension of time and/or costs under this Article 8.3 shall not be deemed Contractor's sole remedy, and Contractor shall be entitled to an equitable adjustment to the Contract Sum to account for any such delays, disruptions, and/or impacts.

§ 8.3.2 Claims relating to time and costs shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Notwithstanding anything herein to the contrary, the

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Schedule of Values submitted by the Contractor shall not act to limit or reduce the Contractor's compensation for the Work identified therein, in the event Contractor's actual cost for the Work deviates from the values shown therein.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

(Paragraph deleted)

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

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Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 damage to the Owner or a Separate Contractor; or
- .5 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 Owner will provide ten (10) days' prior written notice and an opportunity to cure before withholding payment. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. To prevent fraud and cyberattacks, no personal identification information (i.e., bank account, social security, Federal tax identification numbers, or associated passwords, etc.) will be sent via email. All wire transfer information will be provided via telephone, facsimile, or video call.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 Reserved.

§ 9.6.4 Reserved.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Section 9.6.2.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work. Notwithstanding any other circumstance or provision, a Temporary Certificate of Occupancy shall constitute Substantial Completion. If the local building official fails to issue a Temporary Certificate of Occupancy or any governing authority fails to issue any other approvals, licenses, or other documents necessary for the occupancy of the Project due to events beyond the reasonable control of Contractor, Substantial Completion shall be the date such documents necessary for occupancy could have been issued but for the events beyond the Contractor's control.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. For any partial occupancy or use, the Owner shall reduce retainage proportionately to the Contractor at the time of partial occupancy or use.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, the Contractor is not responsible for any Hazardous Materials encountered at the site. If Contractor encounters any Hazardous Materials or substance not identified in the Contract Documents to be the responsibility of Contractor, then Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

- .1 "Hazardous Materials" means any materials, wastes, substances and chemicals, which are deemed to be hazardous under applicable Legal Requirements, or for which handling, storage, remediation, or disposal are regulated by applicable Legal Requirements. "Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of

any government or quasi-government entity having jurisdiction over the Project or site, the practices involved in the Project or site, or any Work.

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Before the Commencement Date, to the extent available, and as they become available thereafter, the Owner shall provide the Contractor with copies of all environmental studies, reports, and impact statements, including Hazardous Materials, in existence at the site.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner State of Minnesota and St. Louis County shall be named as an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

(Paragraph deleted)

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Contractor fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Contractor fails to procure coverage, the Contractor waives all rights against the Owner, Subcontractors, and Sub-subcontractors to the extent the loss to the Contractor would have been covered by the insurance to have been procured by the Contractor. The cost of the insurance shall be charged to the Owner by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain the required insurance, the Contractor shall reimburse the Owner for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Required Property Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Owner, upon receipt of notice from the Contractor, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Owner purchases replacement coverage, the cost of the insurance shall be adjusted by the Owner by an appropriate Change Order. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be

effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 During the Project construction period the Owner shall insure any owned properties, real or personal or both, at or adjacent to the site by property insurance. After expiration or cancellation of the builder's risk insurance required by this agreement, Owner will provide property insurance on the completed Project. . The Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the builder's risk insurance required by the Agreement shall be adjusted by the party who procured the property insurance and made payable to the party who procured the property insurance for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The party who procured the property insurance pay the Architect and Contractor their just shares of insurance proceeds received, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in a similar manner.

§ 11.5.2 If requested by Owner or Contractor prior to settlement of an insured loss, the party who procured the property insurance shall notify the other party(ies) of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The other party(ies) shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the other party(ies) does not object, the party who procured the property insurance shall settle the loss and other party(ies) shall be bound by the settlement and allocation. Upon receipt, the party who procured the builder's risk insurance shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If any party timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the party who procured the builder's risk insurance may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4 The Owner is in material breach of the Contract Documents; or
- .5 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less. The Contractor may also terminate if the Owner has failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, and that failure has continued for seven (7) days or more after the Contractor's written notice of the failure to the Owner.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred up to and by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 120 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor, if Contractor has failed within those seven days to commence a cure or proceed diligently to cure the default within the cure period, and may, subject to any prior rights of the surety:

- .1 Direct the Contractor to remove itself from the site with the exception of an agent designated by Contractor and approved by the Owner to be on the premises and remove all equipment, materials, tools and construction equipment owned by the Contractor from the site,
- .2 accept assignment of subcontracts pursuant to Section 5.4; and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 Conversion of Termination for Cause to Termination for Convenience. In the event Owner terminates Contractor for any cause under the terms of this Agreement and it is later determined by a court of competent jurisdiction, by arbitration or other similar proceeding that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination for convenience.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred up to and by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. This Subparagraph shall not operate to diminish or impair the right of the Contractor to stop Work under other provisions of the Contract Documents, and the Contractor shall not be required to continue performance when not being paid amounts due or owed under the Contract Documents, notwithstanding the provisions of this Agreement or the Owner disputing that such amounts are due and owing.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost and Time

When Owner has rejected Contractor's request for additional time or costs under other provisions of the Contract Documents, Contractor may proceed with a Claim under this Article.

§ 15.1.6 Claims for Additional Time and Costs

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time and Sum, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time and/or costs, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

The parties further agree that Claims based on adverse weather conditions may also include days that work cannot be performed because it is unsafe, because the Contractor is recovering from adverse weather conditions or because of any of the following:

- i. precipitation, including but not limited to rain, snow, hail, and sleet, of one inch (1") or greater;
- ii. wind speeds of twenty-five (25) miles per hour or greater;
- iii. temperature less than 5 below zero (-5 degrees) ambient temperature and/or 25 below zero (-25 degrees) windchill, or greater than one hundred five (105 degrees) Fahrenheit heat index;
- iv. or otherwise indicated in the drawings, specifications, or manufacturer's requirements.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be

referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims 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, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The

request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. All negotiations, mediation, and arbitration proceedings and outcomes shall be treated as Confidential Information. All settlement agreements reached in any proceeding shall be confidential and enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 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 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.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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December 17, 2025

U.S. Department of Housing and Urban Development
Special Applications Center (SAC)

RE: Letter of Support for Cobb Cook Place Apartments and Missabe Manor (Currently Known as Haven Court Apartments)

To Whom It May Concern:

The City of Hibbing is pleased to provide this letter of support for the Housing and Redevelopment Authority (HRA) of Hibbing, Minnesota, and its plan to reposition the current Haven Court Apartments, a 102-unit property located at 3212 6th Avenue East, Hibbing, Minnesota 55746, through the U.S. Department of Housing and Urban Development Section 18 demolition and disposition program. Based on a recent Physical Needs Assessment, Haven Court Apartments meets HUD's physical obsolescence criteria.

Project Description

The HRA plans to dispose of the land on which Haven Court Apartments is located, with a right of first refusal granted to the City of Hibbing to purchase the property at Fair Market Value. The City of Hibbing will assume responsibility for demolition of the site. No HRA funds will be used for the demolition of Haven Court Apartments.

Haven Court Apartments will be disposed of to the City of Hibbing and demolished in two phases. This effort will result in the construction of 100 new housing units on two nearby vacant parcels that have been donated by the City of Hibbing. The HRA will request project-based vouchers for the newly constructed units. Funding has been secured for the first phase through the award of 9% Low-Income Housing Tax Credits. The HRA has also applied for the next round of 9% tax credits, with award decisions anticipated in December 2025.

The first phase of the development will be located at 630 New Haven Drive, Hibbing, Minnesota 55746, and will be known as Cobb Cook Place Apartments. The second phase will be located on a nearby parcel also situated on New Haven Drive and will be known as Missabe Manor.

The HRA will submit a single Section 18 disposition application to HUD that encompasses both phases of the development, Cobb Cook Place Apartments and Missabe Manor.

City Support

The need for low-income housing in the City of Hibbing remains significant, as documented in the most recent Comprehensive Housing Needs Analysis dated October 2023. This development project directly supports the City's commitment to preserving and expanding affordable housing opportunities for its residents. For these reasons, the City of Hibbing has committed to assuming responsibility for the demolition of Haven



Court Apartments and to providing the two parcels of land for the construction of the new housing units.

The City of Hibbing encourages favorable consideration of this proposal by HUD. Please contact Betsy Olivanti, Community Development Director, should you have any questions or require additional information.

Sincerely,

Mayor Pete Hyduke
(218) 969-3067
petehyduke@hibbingmn.gov



December 17, 2025

To: Members of the Minnesota House and Senate Capital Investment Committees
Minnesota State Capitol, St. Paul, Minnesota

RE: Support for St. Louis County's #1 Legislative Priority – Canyon Integrated Solid Waste Management Campus (SF 330 / HF 573)

Dear Chair and Members of the Committee:

On behalf of the City of Hibbing, we are writing in strong support of St. Louis County's top legislative priority for the 2026 session — Senate File 330 / House File 573, a bipartisan bonding request to design, engineer, and construct the Canyon Integrated Solid Waste Management Campus.

As a regional hub community, Hibbing depends on stable, long-term, and environmentally sound solid waste management infrastructure. The Canyon project is essential to ensure that cities like ours are not left vulnerable to capacity shortages, higher hauling and disposal costs, or environmental liabilities that would ultimately burden local taxpayers. The \$6 million appropriation requested in this legislation would allow St. Louis County to acquire property and advance development of a modern, integrated facility that will provide direct and lasting benefits to Hibbing and the surrounding region.

The City of Hibbing specifically supports this project because it will:

Ensure predictable and affordable solid waste services for Hibbing residents and businesses.

With the Moccasin Mike landfill in Superior closing in 2026, the region faces significant pressure on remaining disposal capacity. By creating a long-term, in-state solution, the Canyon facility helps stabilize future tipping fees, transportation routes, and municipal budgeting—protecting Hibbing taxpayers from sudden cost escalations.

Provide reliable biosolids disposal options for municipalities like Hibbing.

The facility's capacity to accept biosolids will help Hibbing maintain compliance with environmental standards and avoid the increasing costs and limitations of land application.

Safeguard environmental quality throughout northeastern Minnesota.

By preventing PFAS and other contaminants from entering the Lake Superior watershed, the project strengthens the environmental protections Hibbing relies on to preserve its natural resources and ensure public health. The ability to accept waste from closed or capped landfill sites further reduces legacy environmental risks that could otherwise affect the region for decades.



Support continuity in regional waste management partnerships.

St. Louis County's partnership with the Western Lake Superior Sanitary District (WLSSD) — publicly known as Resource Renew — ensures responsible, in-state waste management for Duluth-Superior and the Arrowhead region. Hibbing benefits directly from the resilience and efficiency created by these coordinated regional systems.

Extend the life of existing landfill infrastructure serving Hibbing.

The Canyon facility is being designed to complement and extend the useful life of the Virginia Regional Landfill. Together, these sites will anchor the region's waste management strategy for an estimated 70 years, ensuring dependable service to Hibbing well into the future.

For these reasons, the City of Hibbing respectfully urges the Legislature and Governor to include funding for the Canyon Integrated Solid Waste Management Campus in the 2026 capital investment bill. This project represents a responsible, strategically planned investment that will protect Minnesota's natural resources, strengthen essential public infrastructure, and support the long-term economic and environmental health of communities like ours.

Thank you for your consideration and for your continued commitment to the needs of Greater Minnesota.

Sincerely,

Pete Hyduke,
Mayor of Hibbing



December 17, 2025

U.S. Department of Commerce (DOC)
U.S. Economic Development Administration

Re: Letter of Support — City of Hibbing US Highway 169 Stormwater Mitigation Project

Dear Investment Review Committee and Selecting Official,

On behalf of the City of Hibbing, I am writing to express strong support for the City of Hibbing's application for federal Disaster Supplemental funding to advance the stormwater mitigation and roadway resilience project along US Highway 169 from 1st Avenue to the Highway 37 roundabout.

This critical segment of US Highway 169 serves as Hibbing's primary transportation corridor — supporting local residents, regional commuters, emergency response, freight movement, and access to key commercial and industrial areas. In recent severe weather events, stormwater infrastructure constraints have led to ponding, roadway closures, safety hazards, and interruptions to business activity. Without intervention, future storms are expected to increase these disruptions, threatening public safety and economic stability.

The proposed improvements will:

- Reduce flood risk and protect lives, property, and essential public infrastructure
- Strengthen continuity of operations for local businesses and major employers
- Improve public safety and mobility for all road users
- Support long-term economic resilience and community recovery
- Reduce future maintenance and disaster recovery costs

Hibbing is proactively addressing known vulnerabilities and ensuring its main US highway thoroughfare remains reliable and operational under worsening storm conditions. This project represents a smart, forward-looking investment that aligns with disaster mitigation priorities and will produce regional benefits well beyond the project boundary.

We recognize the City's strong partnership with MnDOT and engineering experts, who are prepared to deliver this project efficiently and responsibly with federal support.

For these reasons, the City of Hibbing fully supports the City of Hibbing's request for Disaster Supplemental funding and urges approval of this essential infrastructure and stormwater mitigation improvement.

Thank you for your consideration. Please feel free to contact me at petehyduke@hibbingmn.gov or 218.969.3067 for any additional information.

Sincerely,

Pete Hyduke
City of Hibbing, Mayor

At the regular City Council meeting held on December 17, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor _____ introduced the following Resolution and moved its adoption:

**CITY OF HIBBING
RESOLUTION NO. 12-08-25**

**APPROVING MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF
HIBBING AND THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL UNION NO. 791**

WHEREAS, American Federation of State, County and Municipal Employees is the exclusive representative for certain City of Hibbing employees;

WHEREAS, the current labor agreement between the City of Hibbing and American Federation of State, County and Municipal Employees expires on December 31, 2025;

WHEREAS, the City of Hibbing and American Federation of State, County and Municipal Employees have met and negotiated over the terms of the new labor agreement and a memorandum of understanding regarding employee rest and meal breaks between the parties;

WHEREAS, the parties have not reached a tentative agreement of the terms of the new labor agreement but they have reached a tentative agreement on the terms of a memorandum of understanding regarding employee rest and meal breaks; and

WHEREAS, the Public Employment Relations Act requires that the City of Hibbing execute the memorandum of understanding and implement them in the form of a resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hibbing as follows:

1. The Memorandum of Understanding between City of Hibbing and American Federation of State, County and Municipal Employees, which is attached hereto and incorporated herein by reference in its entirety, is approved
2. The City Clerk and Mayor must execute the agreement and memorandum of understanding
3. The City of Hibbing must implement the agreement and memorandum of understanding.

The motion for the adoption of the foregoing Resolution was duly seconded by Councilor _____, and upon vote being taken, the following voted in favor thereof:

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 17th day of December, 2025.

CERTIFICATION

I hereby certify that the foregoing RESOLUTION is a true and correct copy of a resolution presented to and adopted by the City Council of Hibbing at a meeting therefore held in the City of Hibbing, Minnesota, on the 17th day of December, 2025, as disclosed by the records of said City in my possession.

CITY OF HIBBING

ATTEST:

Candie Seppala, City Clerk

Mayor Pete Hyduke

(City Seal)

Candie Seppala, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Hibbing (“Employer”) and Local 791, American Federation of State, County and Municipal Employees (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit;

WHEREAS, Employer and Union are parties to a labor agreement that expires December 31, 2025 (hereinafter “Labor Agreement”);

WHEREAS, as of the date of this MOU, the parties are negotiating the terms of a subsequent labor agreement;

WHEREAS, the parties might not execute such subsequent labor agreement before January 1, 2026;

WHEREAS, Minn. Stat. secs. 177.253 and 177.254 require certain new rest and meal breaks for employees, effective January 1, 2026;

WHEREAS, these statutes provide that employers and employees may establish rest and meal breaks different from those required in law under a collective bargaining agreement; and

WHEREAS, the parties desire to specify rest and meal breaks different from law in certain circumstances.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Employee Rest and Meal Breaks

Employees will receive one fifteen (15) minute paid rest break and one twenty (20) minute paid meal break for shifts of at least 8 hours.

Article 2. Incorporation into Subsequent Labor Agreement

The language in Article 1 will be included in the parties’ subsequent labor agreement.

Article 3. Entire Agreement

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 4. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 5. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 6. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 7. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations.

Article 8. Effective Date

This MOU is effective January 1, 2026.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

CITY OF HIBBING, MINNESOTA

LOCAL UNION #791, AMERICAN
FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES, AFL-CIO

By _____
Mayor

By Tom Whiteside
Its Representative

And _____
Clerk

And 
Its President

Date: _____

Date: 12/16/25



RAFFLE REQUEST

Excluded raffle = Total Prizes awarded \$1,500 per year or less
Exempt raffle = Total Annual prizes over \$1,500 and under \$50,000 requires Minnesota form LG220

RAFFLE REGISTRATION FEE

\$15.00 Payable to the City of Hibbing

ORGANIZATION INFORMATION

Name of Organization:	Greenhaven PTO	
Type of Organization:	non-profit school	
Mailing Address:	327 East 37th Street	
City, State, Zip	Hibbing, MN 55746	
Contact Person:	Emily Willard	Daytime Phone Number:
Have you conducted other raffles this year	no	If YES, What is the total amount of prizes this year, including this Raffle

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:
Greenhaven Elementary School
Dates of Activity:
February 26, 2026
Check Box or Boxes that Indicate the Type of Gambling Activity:
☒ Raffle ☐ Other _____
Price Per Ticket:
\$5
Total value of prizes to be awarded:
\$500
Types of Prizes:
Quilts

In signing this request, I attest that I represent the above named Non-Profit organization and it meets all requirements of the State of Minnesota to qualify to conduct lawful gambling and proof of non-profit status is available upon request.

Emily Willard

Organization Representative

12 16 2025

Date

☒ Registered as Excluded Raffle

☒ Send to Council for Approval



December 17, 2025

To:

Range Regional Animal Rescue

Subject:

Response to Proposal Submission for Animal Shelter Services

Dear Range Regional Animal Rescue Board,

Thank you for your continued engagement with the City of Hibbing throughout the Request for Proposals (RFP) process for animal shelter services. We sincerely appreciate the time, effort, and thoughtfulness that you and your team have invested in your proposal, as well as your willingness to participate in multiple discussions and meetings.

After thorough consideration and review of all proposals received, including the valuable insights shared in our meetings with your organization, the City has decided to move forward in a different direction regarding the provision of animal shelter services. This decision was not made lightly and is based on a variety of factors considered during our evaluation process.

We want to extend our sincere thanks for your interest in working with the City and for the work that Range Regional Animal Rescue did on behalf of animals in our region.

We wish you well in your future endeavors.

Sincerely,

Pete Hyduke
Mayor – City of Hibbing



APPLICATION FOR CHISHOLM-HIBBING AIRPORT AUTHORITY CITY OF HIBBING, MINNESOTA

Name: Mark Antonich Date: 12/01/2025
Address: 3029 7th Ave East Hibbing, MN. 55746-2543
Street Address City State Zip
Phone #: 218-262-3176 (Cell) 218-969-9428 (Work)
E-mail Address: antonich25@msn.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.
I am a Hibbing resident.
I am a registered voter within the City of Hibbing.
I have not been convicted of a felony in the past 10 years.
I am interested in serving on the Chisholm-Hibbing Airport Authority (CHAA).

✓
✓
✓
✓
✓

Your occupation/profession: Retired - Part Time seasonal at Eveleth Virginia Airport
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Chisholm-Hibbing Airport Authority (CHAA)?

Since 1992 I've been employed in the aviation industry or have followed airlines and aircraft manufacturers. My travel history includes US travel mainly out of Duluth and Hibbing. I've flown in and out of minor and major airports on commercially & privately planes. To serve on the CHAA would be an exceptional addition to my career and I'll guarantee I'll add some of the most advantageous ideas to lock in future travelers and improve on commercial and private aircraft takeoffs and landings. My background includes engineering, education, production control, finance and technology all related to aviation or supporting industries.

What skills, knowledge or experience do you have to serve on the Chisholm-Hibbing Airport Authority (CHAA)?

Leadership, Production Control, Cost cutting (savings), Environmental, Technology, and Innovation. I've served on boards in the past and have an excellent history on aviation and how to maximize investments.

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Mark Antonich Date: 12/01/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or -- send via email to candieseppala@hibbingmn.gov or hit the submit button below.



**APPLICATION FOR CHISHOLM-HIBBING AIRPORT AUTHORITY
CITY OF HIBBING, MINNESOTA**

Name: Michael Furlong Date: 11/4/2025

Address: 2121 11th Ave E
Street Address City State Zip

Phone #: 2189696786 (Cell) 2182625207 (Work)

E-mail Address: mfurlong1@hotmail.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Chisholm-Hibbing Airport Authority (CHAA).

☒
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☒

Your occupation/profession: Financial Advisor
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Chisholm-Hibbing Airport Authority (CHAA)?

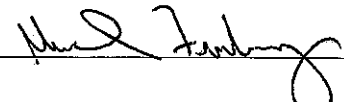
I am a current board member of the CHAA and am committed to supporting the growth and sustainability of our airport as a vital resource for local businesses, travelers, and economic development. I value the opportunity to contribute to strategic decisions that enhance safety, accessibility, and long-term success for both the airport and the larger regional community that it serves.

What skills, knowledge or experience do you have to serve on the Chisholm-Hibbing Airport Authority (CHAA)?

I bring expertise in budgeting, long-term planning, and strategic decision making that can help ensure that the airport remains financially sustainable and well-positioned for future opportunities. It has been an honor serving on this board for the past five years, during which time I have gained an understanding of the airport's long-term goals and have worked collaboratively with airport staff to manage the facilities and advance the mission of CHAA.

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant:  Date: 11/4/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or --
send via email to candieseppala@hibbingmn.gov or hit the submit button below.



APPLICATION FOR CHISHOLM-HIBBING AIRPORT AUTHORITY CITY OF HIBBING, MINNESOTA

Name: Duane C. Swanson Date: 12/11/2025

Address: 3926 19th Ave. E. Hibbing, MN 55746
Street Address City State Zip

Phone #: 218-969-2185 (Cell) n/a (Work)

E-mail Address: duanecswanson@gmail.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Chisholm-Hibbing Airport Authority (CHAA).

✓
✓
✓
✓
✓

Your occupation/profession: Retired maintenance manager, Cleveland Cliffs / Adjunct instructor HCC
 (Retired? Please indicate former occupation/profession)

Why are you interested in being on the Chisholm-Hibbing Airport Authority (CHAA)?

I have a strong interest in the safe, financially stable operation of the Chisholm Hibbing Airport.

Mr. LaTendresse can speak to my work ethic and character.

What skills, knowledge or experience do you have to serve on the Chisholm-Hibbing Airport Authority (CHAA)?

Former maintenance manager responsible for budgets, workforce, and safety.

1976 - 1980 Maintenance Mechanic - Erie Mining (LTV) Co.

1980 - 1991 Maintenance Mechanic - Hibbing Taconite Co.

1991 - 1994 Operations Coordinator - Hibbing Taconite Co.

1994 - 2007 Maintenance Planner - Hibbing Taconite Co.

2007 - 2010 Maintenance Manager - United Taconite LLC

2010 - 2013 Equipment Alliance Manager - Cleveland Cliffs

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Duane C. Swanson Date: 12/11/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or -- send via email to candieseppala@hibbingmn.gov or hit the submit button below.

Submit Via Email



**APPLICATION FOR CHISHOLM-HIBBING AIRPORT AUTHORITY
CITY OF HIBBING, MINNESOTA**

Name: Eric Thomsen Date: 11/20/25

Address: 3841 19th Ave E Hibbing MN 55746
Street Address City State Zip

Phone #: 218-966-9607 (Cell) 218-748-7510 (Work)

E-mail Address: EricThom@Protonmail.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Chisholm-Hibbing Airport Authority (CHAA).

✓
✓
✓
✓
✓

Your occupation/profession: Law Enforcement
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Chisholm-Hibbing Airport Authority (CHAA)?

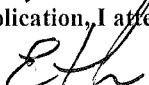
I believe the Range Regional Airport is a great resource for both the Iron Range and for Hibbing. I would like the opportunity to take part in planning for the needs of operations and infrastructure at the airport. I believe that continued growth and proper stewardship will ensure that the airport continues to provide economic opportunity to the region for years and generations to come. From an early memory of seeing the Blue Angels in Hibbing as a child to the present day of flying in those same skies, I believe that KHIB is not only a resource for the area but a connection to a vibrant industry.

What skills, knowledge or experience do you have to serve on the Chisholm-Hibbing Airport Authority (CHAA)?

I have a diverse range of experiences with 20 years of work in emergency services, both in law enforcement, emergency medicine and air medical transportation. I have owned and operated a small business and hold multiple aviation licenses and certificates. I have a CFI rating and enjoy flying out of KHIB for recreation.

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant:  Date: 11/20/25

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or -- send via email to candieseppala@hibbingmn.gov or hit the submit button below.



APPLICATION FOR HIBBING GAMBLING COMMISSION
CITY OF HIBBING, MINNESOTA

Name Greg Violette Date 11/19/25

Address 3421 1st Ave., Hibbing, MN 55746
Street Address City State Zip

Phone No 702/241-7594 (Home) — (Work) — (Cell)

E-mail Address: gviovegas@gmail.com

I would be interested in serving on the Hibbing Gambling Commission:

What is your occupation/profession Former Casino Executive
(Retired? Please indicate former occupation/profession)

Currently, Gambling Mgr. for Climb Theatre
What special skills, knowledge, or experience do you have that would be related to the purpose of serving on the Hibbing Gambling Commission:

See Resume

Why are you interested in being on the Hibbing Gambling Commission :

Civic responsibility

Note: The information on this application will be available to the public and the press. You will be asked to participate in an interview process with City Staff. Please submit a resume or any other information with this application.

Signature of Applicant Greg Violette

Please return this application to: City Clerk's Office
Attention: Candie Seppala
401 East 21st Street, Hibbing, MN 55746
218.312.1560

GREG VIOLETTE

3421 1st Avenue, Hibbing, MN 55746 702/241-7594 gviovegas@gmail.com

Bachelor of Accounting, University of Minnesota, Duluth.....1973

Retired Business Executive

Author of "The Anatomy of a Turnaround"

The following is an excerpt, with some modifications, from the chapter "About the Author"

Greg spent the first half of his career working in Accounting and Finance for big companies – GTE, Hertz and Northwest Airlines. He progressed from Internal Auditor to Accounting Manager, then Controller, and at age 35 he was the CFO for the Western Region of Hertz Rent a Car, where he was second in command over 2,000 employees at 25 locations in the western states. At NWA he spearheaded a cost reduction initiative, while employed at their corporate headquarters.

Greg then got into the casino business, and worked as the CFO for four casinos in the Midwest – two Indian casinos, a riverboat casino and a commercial casino. During the last ten years of his career, he worked in Las Vegas as the CFO for Pacific Coast Gaming and Executive Vice President of Full House Resorts – casino management/development companies. In between those two jobs, Greg spent a year as General Manager of the River Palms Casino/Resort in Laughlin, Nevada.

In those ten years, he was involved in opening seven casinos in Washington and one in southern California, in addition to overseeing the management of five others. He hired and trained all the controllers for those properties. In total he was involved in nine startups and five turnarounds during his career.

In 2003, as the General Manager, Greg directed a turnaround at the River Palms, a Casino/Resort in Laughlin, Nevada with 1,000 hotel rooms, 1300 slot machines and table games, ten bars and restaurants and 1,100 employees. This was the subject of his book.

Michael Paulson, the owner of the River Palms, then contracted Greg to perform a turnaround at Full House Resorts, a small public gaming company. Michael and his two partners, including Lee Iacocca, were majority owners. Greg brought in a partner, Andre Hilliou, and they took over the management of the company. When they were successful in this project, they were each rewarded with ownership stakes in the company. This allowed Greg to retire at age 56, and ten years later he returned to Minnesota.

GREG VIOLETTE

EMPLOYMENT HISTORY

2007 – present – Retired.....Actively involved in several hobbies.....golf, poker, travel, bowling, watching sports. Have volunteered for the Southern Nevada Golf Association doing course ratings, and working as a marshall at professional tournaments Volunteered at the Continental Cup of Curling in Las Vegas

2004 – 2007 - Executive Vice President, Full House Resorts, Inc., Las Vegas – Casino Management/Development company

Overseeing the development and management of casinos in several states, as well as pursuing new business opportunities, negotiating contracts, securing financing

Other prior positions with this company: Chief Financial Officer, Vice President of Marketing/Development

2003 - General Manager, River Palms Resort/Casino, Laughlin, NV

Overseeing all aspects of this business, which had 1100 employees, 1,000 hotel rooms, 1,200 gaming devices, ten bars and restaurants, health spa, live entertainment, boat rentals

This was a turnaround project.....took an unprofitable company and made it profitable. Laid off eight of the top ten executives and 50 from middle management, reorganized all departments, changed the culture, focused on the front line employees and introduced my management training program called "Common Sense Management".

1997 – 2002 - Chief Financial Officer, Pacific Coast Gaming, Las Vegas – Casino Management/Development company

Overseeing the financial aspects of developing and managing casinos in several states, as well as securing the financing for these projects

In one twelve month period, opened six casinos in the state of Washington, and quickly became the largest owner/manager of commercial casinos in the state. These are small casinos with a restaurant, bar, 15 table games and about 100 employees. They were existing restaurants and taverns that we converted, when house banked table games became legal in the state. Identified the properties and negotiated the contracts, hired and trained all the property Controllers, set up all the accounting, banking, budgeting, internal controls and computer systems

1993 -1997 - Approximate one year stints as **Chief Financial Officer** at four casinos in Colorado, Iowa, Minnesota and North Dakota, ranging in size from 300 employees to over 1,000

Three of these were tribal owned, and were turnaround projects. The other was a commercial start-up. Responsible for accounting, budgeting, financial reporting and analysis, banking, internal controls, cash handling and money counting processes

Introduced a concept called "Demand Scheduling" at one of these casinos, which is a process of scheduling your employees in accordance with the customer demands/business volume. The improved labor efficiency allowed us to reduce the payroll by more than 100 employees, which we did through attrition over a twelve month period.

1990 – 1992 - **Process Improvement Specialist**, Northwest Airlines, Eagan, Minnesota

Part of a task force to improve the overall efficiency of the company's operations - Teaching people a specific methodology for analyzing and improving processes

1983 – 1989 - **Western Region Controller**, Hertz Rent a Car, Los Angeles

Responsible for all the finance and administration for thirty profit centers in the western states, with about 2,000 employees generating \$500 million in annual revenues

Implemented several cost savings and performance measurement programs that were adopted company-wide

Started as the South Pacific Zone Controller, which had twelve profit centers, and was promoted after three years

1974 -1982 - Six years with three different subsidiaries of the General Telephone and Electronics Corporation in the Los Angeles area

Progressed from **Internal Auditor to Audit Supervisor, Cost Accounting Manager and Regional Controller..** Specialized in operational efficiency and cost reduction programs.

This time frame includes one year as Controller of a national car rental company (Ajax), and one year as Controller of a manufacturing company (Teledyne).

EDUCATION

Graduated from the University of Minnesota, Duluth in 1973, with a major in Accounting and minors in psychology and business administration



APPLICATION FOR HERITAGE PRESERVATION COMMISSION CITY OF HIBBING, MINNESOTA

Name: Kelle Degnan Date: 11/18/2025

Address: 2314 6th Avenue East Hibbing, MN. 55746
Street Address City State Zip

Phone #: 218-969-9076 (Cell) NA (Work)

E-mail Address: kelle@mchsi.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Heritage Preservation Commission.

✓
✓
✓
✓
✓

Your occupation/profession: Retired - Financial Advisor/Edward Jones
 (Retired? Please indicate former occupation/profession)

Why are you interested in being on the Heritage Preservation Commission?

I respect what the city's founders accomplished by negotiating with the mining companies so many years ago. I love the history of our town and would like to be a part of preserving its character and charm by saving more buildings from deterioration.

What skills, knowledge or experience do you have to serve on the Heritage Preservation Commission?

Thinking outside of the box. I did serve on the Hibbing Historical Society Board.

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Kelle Degnan Date: 11/18/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or -- send via email to candieseppala@hibbingmn.gov or hit the submit button below.

Submit Via Email



APPLICATION FOR ECONOMIC DEVELOPMENT AUTHORITY CITY OF HIBBING, MINNESOTA

Name: Corey Lubovich Date: 12/03/2025

Address: 3409 7th Avenue East Hibbing MN 55746
Street Address City State Zip

Phone #: _____ (Cell) (218)-421-3840 (Work)

E-mail Address: coreylubo@outlook.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Hibbing Economic Development Authority.

✓
✓
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Your occupation/profession: Engineer for Hibbing Public Utilities Commission (Retired)
 (Retired? Please indicate former occupation/profession)

Why are you interested in being on the Hibbing Economic Development Authority?

Born and raised in Hibbing, I have spent the greater majority of my life here. My Wife and I raised three children in Hibbing. As a public servant through Hibbing Public Utilities for over twenty seven years (now retired), I am continuing my love of public service through community volunteering. Serving on the Hibbing Economic Development Authority would allow me to tap into my technical background, and couple it with the years of experience working in a Hibbing local government setting. My academic discipline is a Bachelor of Science degree in Mechanical Engineering completed at the University of Minnesota Minneapolis.

What skills, knowledge or experience do you have to serve on the Hibbing Economic Development Authority?

Extensive knowledge of the Water, Natural Gas and Steam Distribution Systems for the City of Hibbing. Previous experience in formulating budgets, seeking low interest loans, and grants, as well as managing large utility projects through human resources in a technical setting. Current and Previous Hibbing Board/Commission Service includes: The Hibbing Planning Commission and Board of Adjustments and Appeals (current), The Hibbing School Board and the Chisholm/Hibbing Airport Authority. Detailed knowledge of State and Federal requirements as they pertain to utility

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Corey Lubovich Date: 12/03/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or -- send via email to candieseppala@hibbingmn.gov or hit the submit button below.

Submit Via Email



**APPLICATION FOR ECONOMIC DEVELOPMENT AUTHORITY
CITY OF HIBBING, MINNESOTA**

Name: JAMES A SKALSKI Date: 12-11-25

Address: 2720 3RD AVE W HIBBING MN 55746
Street Address City State Zip

Phone #: 218-969-1787 (Cell) 263-8831 (Work)

E-mail Address: JMS@19ACONET.COM

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Hibbing Economic Development Authority.

X
X
X
X
X

Your occupation/profession: CHIEF FINANCIAL OFFICER
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Hibbing Economic Development Authority?

PLEASE SEE ATTACHED

What skills, knowledge or experience do you have to serve on the Hibbing Economic Development Authority?

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

* By signing this application, I attest that all information provided here and on my resume is true.

Signature of Applicant: James A Skalski Date: 12-11-25

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or --
send via email to candieseppala@hibbingmn.gov or hit the submit button below.

25-11-51

DEAR A. C. M. A.

WILL BE WITH YOU FOR THE

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WILL BE WITH YOU

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WILL BE WITH YOU

WILL BE WITH YOU

25-11-51

DEAR A. C. M. A.

I was born and raised in Hibbing and my only time away was when I attended college at UND. I was lucky enough to return and find work in Hibbing after graduating in December of 1991 and have been here ever since. I am proud of where I am from, and I know that positive economic activity is the key to survival for our way of life in our small communities. I would like an economy that affords my 16-year-old daughter the ability to stay on the iron range.

Since returning from college, I spent several years teaching accounting and computer software courses at the Eveleth Vo-tech but my career has been primarily centered around being the Chief Financial Officer at the Iracore Group of Companies in Hibbing. It is hard to describe the vast diversity of financial experiences I have had at Iracore but I will list a few

- Approximately 25 financings or grants, the largest being a \$125 million-dollar public bond
- 7 acquisitions
- 4 sales processes with private equity firms
- Ongoing relationship with the ownership group of Goldman Sachs, Hotchkis & Wiley, Northwestern Mutual Insurance, JP Morgan
- 2025 led company buyback of Blackrock shares

Some of my specific duties or roles that report to me at Iracore

- Financial Reporting
- Tax Reporting
- Company Strategy
- Banking Relationships and Treasury Management
- Human Resources
- Insurance
- Information Technology
- Purchasing was under my purview until just a couple of years ago

Outside of Iracore I have also maintained a small tax practice for the past 30+ years. I am both a Certified Public Accountant and a Certified Management Accountant

I have sat on a number of Boards, some of my most significant having been with the United Way for 13 years and with the local Ducks Unlimited Chapter for the past 30 Years.

If you have any further questions, please feel free to reach out to me at 218-969-1787. I will be in Toronto next week at an Iracore Board meeting and unable to attend the Council meeting next Wednesday.



APPLICATION FOR ECONOMIC DEVELOPMENT AUTHORITY CITY OF HIBBING, MINNESOTA

Name: Kalen Steel Date: 11/17/2025

Address: 938 Michigan Street Hibbing MN 55746

Street Address City State Zip

Phone #: 218-966-0480 (Cell) _____ (Work)

E-mail Address: Kalen@Steel-Fitness.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Hibbing Economic Development Authority.

✓
✓
✓
✓
✓

Your occupation/profession: Owner - Steel Fitness

(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Hibbing Economic Development Authority?

Serving my community

What skills, knowledge or experience do you have to serve on the Hibbing Economic Development Authority?

Owning a fitness center in Hibbing has given me some unique perspectives on our community. I get the chance to have conversations with our 800 + member base daily. I believe this would be an asset to HEDA and to Hibbing.

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Kalen Steel Date: 11/17/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or -- send via email to candieseppala@hibbingmn.gov or hit the submit button below.



**APPLICATION FOR ECONOMIC DEVELOPMENT AUTHORITY
CITY OF HIBBING, MINNESOTA**

Name: Stacie Steinberg Date: 12/5/2025

Address: 2623 2nd Ave E Hibbing, MN 55746
Street Address City State Zip

Phone #: 2189668227 (Cell) 2182627409 (Work)

E-mail Address: sls0523@gmail.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Hibbing Economic Development Authority.

✓
✓
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✓
✓

Your occupation/profession: Personal Banker
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Hibbing Economic Development Authority?

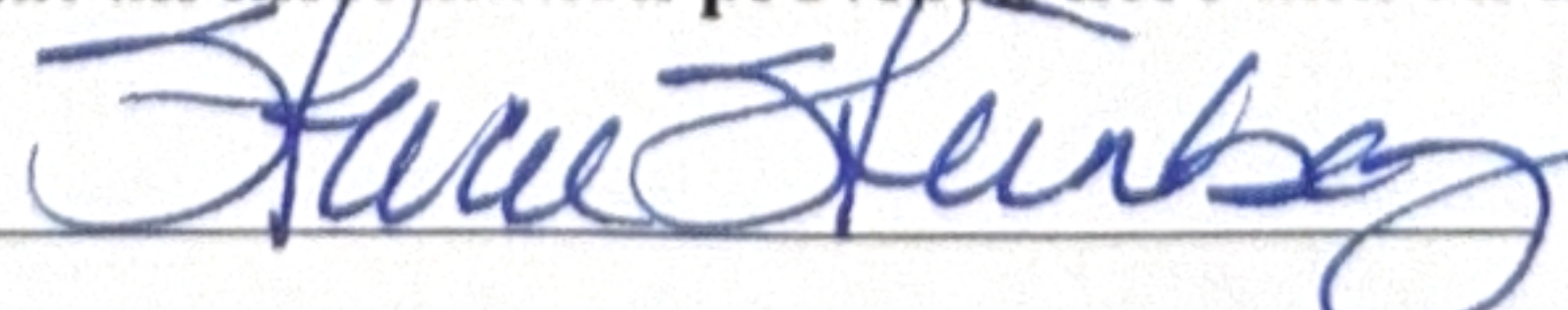
I was born in Hibbing, MN in 1971 and while I've lived away from Hibbing for several years, I've always considered myself a "Ranger". Hibbing is one of the stars of our northern MN landscape and I'm so proud of the longevity of our town. I'd like to be a part of the puzzle to help continue to grow and evolve our hamlet to include opportunities for our citizens and the areas around us.

What skills, knowledge or experience do you have to serve on the Hibbing Economic Development Authority?

I believe that the life experience, having lived outside of MN and outside of the United States offers me a completely different perspective on what possibilities that we have here in Hibbing. I'm a seasoned public speaker, working in the financial industry and owning my own business gives me the experience and skills that will be useful as a commissioner.

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Stacie Steinberg  Date: 12/5/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or --
send via email to candieseppala@hibbingmn.gov or hit the submit button below.

Kelly Grinsteinner

From: Kalen Steel <kalen@steel-fitness.com>
Sent: Monday, December 15, 2025 10:36 AM
To: Kelly Grinsteinner
Subject: Re: Follow-up of HEDA interview

Hey Kelly! Thank you for this. After the interview we realized I have a conflict of interest that could impact my business negatively if I join the board. I will definitely be interested in the position coming up at the end of the year and will be on the lookout for it.

So, for this time around I'll be removing myself from the running. Hopefully what I'm doing with my business will be far enough along where i can reapply for Mike Eagen's spot at the end of the year. It was great meeting you and look forward to talking to you in the future. Have a great day!

Kalen Steel

Steel Fitness LLC

218-966-0480



On Dec 12 2025, at 1:45 pm, Kelly Grinsteinner <KellyGrinsteinner@hibbingmn.gov> wrote:

Hi, Kalen!

Thank you again for your interest in serving on the Hibbing Economic Development Authority (HEDA) and taking the time to chat with us. Your willingness to contribute your time and talents to support our community is truly appreciated.

The council is scheduled to make the appointment on Wednesday, Dec. 17, during the council meeting beginning at 5 p.m. in the council chambers at city hall. We have three applicants for 1, three-year term.

As part of the appointment process, we strongly encourage you to contact your elected officials to express your interest in serving on the Authority. Reaching out personally helps them better understand your passion for the work, your relevant experience and your vision for how you can contribute.

Here's how you can make an impact:

1. Introduce yourself and mention the commission you applied for.

2. Briefly share your background, interests, and why you're a good fit.
3. Express your enthusiasm for the opportunity to serve.

Find your elected officials and their contact information in the attachment in this email.

Your voice matters — and your outreach can make a difference in the selection process. If you have any questions or need support, feel free to reach out to us by replying to this email. Thank you again for stepping up to serve!

Warm regards,

~kel



Kelly Grinsteinner

City of Hibbing

Marketing & Communications
Manager

Kellygrinsteinner@hibbingmn.gov

Phone: 218.312.1621

Mobile: 218.966.2166

Hibbing City Hall
401 East 21st Street

Hibbing, MN 55746

www.hibbingmn.gov

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HIBBING ECONOMIC DEVELOPMENT AUTHORITY

401 East 21st Street, Hibbing, MN 55746

Candidate: Kalen Steel

Background: Kalen Steel is a local small-business owner (Steel Fitness) with long-standing ties to the Hibbing community. His application and interview reflect a strong desire to serve and support the city's economic development initiatives.

Strengths: Provides first-hand small-business experience and insight into the challenges and opportunities facing local entrepreneurs. Maintains regular engagement with community members, offering grounded perspectives on local economic needs. Demonstrates a service-oriented mindset aligned with HEDA's mission of supporting sustainable economic growth.

Candidate: Jim Skalski

Background: Jim Skalski currently serves as the Chief Financial Officer for Iracore in Hibbing, MN, bringing extensive experience in financial management, organizational operations, and community-focused problem solving.

Strengths: Offers significant financial acumen, including budgeting, forecasting, financial analysis, and strategic financial planning. Brings operational and problem-solving expertise that supports thorough review of economic development proposals. Provides an analytical, results-oriented perspective, enhancing the board's ability to evaluate long-term impacts. Demonstrates awareness of local issues and a commitment to practical, community-centered economic solutions.

Candidate: Corey Lubovich

Background: Corey Lubovich's application reflects strong community ties and a commitment to supporting Hibbing's economic and civic progress. His prior experience suggests familiarity with leadership or public-facing roles. Currently serving on the Hibbing Planning Commission.

Strengths: Displays a clear commitment to community and improving economic opportunities in Hibbing. Offers leadership, communication, and knowledge of the utility infrastructure in our community beneficial to board discussions. Provides a broad community perspective that supports balanced, forward-looking decision-making.

Candidate: Stacie Steinberg

Background: Stacie Steinberg is a Hibbing native, Personal Banker at a local bank branch, and current small-business owner. Her application reflects a deep pride in the community and a desire to contribute her experience, perspective, financial and small business background, and civic engagement to local economic development efforts.

Strengths: Brings financial and banking experience, offering practical insight into lending, business financial needs, and community financial literacy. Offers first-hand small business understanding from owning and operating her own business. Provides a broad community perspective, shaped by living both inside and outside Minnesota and abroad. Serves on the Human Rights Commission. Shows a clear



HIBBING ECONOMIC DEVELOPMENT AUTHORITY
401 East 21st Street, Hibbing, MN 55746

passion for Hibbing's future, with thoughtful ideas on sustainable growth, community needs, and improving economic opportunities.



APPLICATION FOR ECONOMIC DEVELOPMENT AUTHORITY CITY OF HIBBING, MINNESOTA

Name: Corey Lubovich Date: 12/03/2025

Address: 3409 7th Avenue East Hibbing MN 55746
Street Address City State Zip

Phone #: _____ (Cell) (218)-421-3840 (Work)

E-mail Address: coreylubo@outlook.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Hibbing Economic Development Authority.

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✓

Your occupation/profession: Engineer for Hibbing Public Utilities Commission (Retired)
 (Retired? Please indicate former occupation/profession)

Why are you interested in being on the Hibbing Economic Development Authority?

Born and raised in Hibbing, I have spent the greater majority of my life here. My Wife and I raised three children in Hibbing. As a public servant through Hibbing Public Utilities for over twenty seven years (now retired), I am continuing my love of public service through community volunteering. Serving on the Hibbing Economic Development Authority would allow me to tap into my technical background, and couple it with the years of experience working in a Hibbing local government setting. My academic discipline is a Bachelor of Science degree in Mechanical Engineering completed at the University of Minnesota Minneapolis.

What skills, knowledge or experience do you have to serve on the Hibbing Economic Development Authority?

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*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Corey Lubovich Date: 12/03/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or -- send via email to candieseppala@hibbingmn.gov or hit the submit button below.

Submit Via Email



**APPLICATION FOR ECONOMIC DEVELOPMENT AUTHORITY
CITY OF HIBBING, MINNESOTA**

Name: JAMES A SKALSKI Date: 12-11-25

Address: 2720 3RD AVE W HIBBING MN 55746
Street Address City State Zip

Phone #: 218-969-1787 (Cell) 263-8831 (Work)

E-mail Address: JMS@19ACONET.COM

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Hibbing Economic Development Authority.

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X

Your occupation/profession: CHIEF FINANCIAL OFFICER
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Hibbing Economic Development Authority?

PLEASE SEE ATTACHED

What skills, knowledge or experience do you have to serve on the Hibbing Economic Development Authority?

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

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Signature of Applicant: James A Skalski Date: 12-11-25

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or --
send via email to candieseppala@hibbingmn.gov or hit the submit button below.

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I was born and raised in Hibbing and my only time away was when I attended college at UND. I was lucky enough to return and find work in Hibbing after graduating in December of 1991 and have been here ever since. I am proud of where I am from, and I know that positive economic activity is the key to survival for our way of life in our small communities. I would like an economy that affords my 16-year-old daughter the ability to stay on the iron range.

Since returning from college, I spent several years teaching accounting and computer software courses at the Eveleth Vo-tech but my career has been primarily centered around being the Chief Financial Officer at the Iracore Group of Companies in Hibbing. It is hard to describe the vast diversity of financial experiences I have had at Iracore but I will list a few

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- Tax Reporting
- Company Strategy
- Banking Relationships and Treasury Management
- Human Resources
- Insurance
- Information Technology
- Purchasing was under my purview until just a couple of years ago

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I have sat on a number of Boards, some of my most significant having been with the United Way for 13 years and with the local Ducks Unlimited Chapter for the past 30 Years.

If you have any further questions, please feel free to reach out to me at 218-969-1787. I will be in Toronto next week at an Iracore Board meeting and unable to attend the Council meeting next Wednesday.

rec'd 11/17



**APPLICATION FOR ECONOMIC DEVELOPMENT AUTHORITY
CITY OF HIBBING, MINNESOTA**

Name: Kalen Steel Date: 11/17/2025
Address: 938 Michigan Street Hibbing MN 55746
Street Address City State Zip
Phone #: 218-966-0480 (Cell) _____ (Work)
E-mail Address: Kalen@Steel-Fitness.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Hibbing Economic Development Authority.

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✓
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✓

Your occupation/profession: Owner - Steel Fitness
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Hibbing Economic Development Authority?

Serving my community

What skills, knowledge or experience do you have to serve on the Hibbing Economic Development Authority?

Owning a fitness center in Hibbing has given me some unique perspectives on our community. I get the chance to have conversations with our 800 + member base daily. I believe this would be an asset to HEDA and to Hibbing.

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*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Kalen Steel Date: 11/17/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or --
send via email to candieseppala@hibbingmn.gov or hit the submit button below.



**APPLICATION FOR ECONOMIC DEVELOPMENT AUTHORITY
CITY OF HIBBING, MINNESOTA**

Name: Stacie Steinberg Date: 12/5/2025

Address: 2623 2nd Ave E Hibbing, MN 55746
Street Address City State Zip

Phone #: 2189668227 (Cell) 2182627409 (Work)

E-mail Address: sls0523@gmail.com

Eligibility Requirements (Please check if applicable):

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I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Hibbing Economic Development Authority.

✓
✓
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✓
✓

Your occupation/profession: Personal Banker
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Hibbing Economic Development Authority?

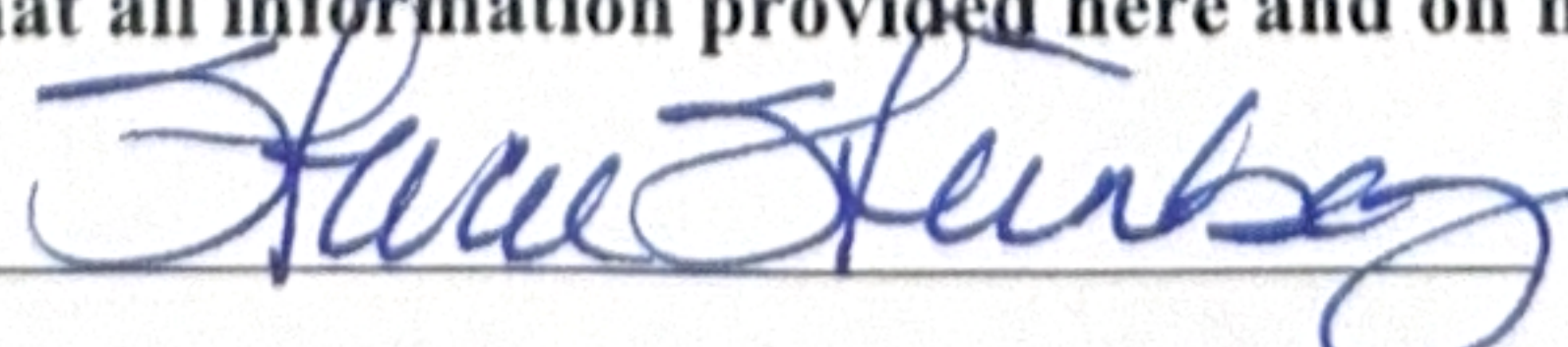
I was born in Hibbing, MN in 1971 and while I've lived away from Hibbing for several years, I've always considered myself a "Ranger". Hibbing is one of the stars of our northern MN landscape and I'm so proud of the longevity of our town. I'd like to be a part of the puzzle to help continue to grow and evolve our hamlet to include opportunities for our citizens and the areas around us.

What skills, knowledge or experience do you have to serve on the Hibbing Economic Development Authority?

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*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Stacie Steinberg  Date: 12/5/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or --
send via email to candieseppala@hibbingmn.gov or hit the submit button below.

Kelly Grinsteinner

From: Kalen Steel <kalen@steel-fitness.com>
Sent: Monday, December 15, 2025 10:36 AM
To: Kelly Grinsteinner
Subject: Re: Follow-up of HEDA interview

Hey Kelly! Thank you for this. After the interview we realized I have a conflict of interest that could impact my business negatively if I join the board. I will definitely be interested in the position coming up at the end of the year and will be on the lookout for it.

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Kalen Steel

Steel Fitness LLC

218-966-0480



On Dec 12 2025, at 1:45 pm, Kelly Grinsteinner <KellyGrinsteinner@hibbingmn.gov> wrote:

Hi, Kalen!

Thank you again for your interest in serving on the Hibbing Economic Development Authority (HEDA) and taking the time to chat with us. Your willingness to contribute your time and talents to support our community is truly appreciated.

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Here's how you can make an impact:

1. Introduce yourself and mention the commission you applied for.

2. Briefly share your background, interests, and why you're a good fit.
3. Express your enthusiasm for the opportunity to serve.

Find your elected officials and their contact information in the attachment in this email.

Your voice matters — and your outreach can make a difference in the selection process. If you have any questions or need support, feel free to reach out to us by replying to this email. Thank you again for stepping up to serve!

Warm regards,

~kel



Kelly Grinsteinner

City of Hibbing

Marketing & Communications
Manager

Kellygrinsteinner@hibbingmn.gov

Phone: 218.312.1621

Mobile: 218.966.2166

Hibbing City Hall
401 East 21st Street

Hibbing, MN 55746

www.hibbingmn.gov

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**APPLICATION FOR HIBBING HOUSING & REDEVELOPMENT AUTHORITY
CITY OF HIBBING, MINNESOTA**

Name: Darlene Majklich Date: 11-26-25
Address: 11389 Tammunen Rd Hibbing MN 55746
Street Address City State Zip
Phone #: 218-969-5065 (Cell) 218-969-5065 (Work)
E-mail Address: Majklich@gmail.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.
I am a Hibbing resident.
I am a registered voter within the City of Hibbing.
I have not been convicted of a felony in the past 10 years.
I am interested in serving on the Hibbing Housing & Redevelopment Authority.

✓
✓
✓
✓
✓

Your occupation/profession: Realtor / Sales of Fairview
(Retired? Please indicate former occupation/profession)

Why are you interested in being on the Hibbing Housing & Redevelopment Authority?

*I like to stay on top of housing.
Being a realtor by trade, this keeps
me informed of the need for housing.*

What skills, knowledge or experience do you have to serve on the Hibbing Housing & Redevelopment Authority?

*I've been a commissioner for several
years & enjoy it.*

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

* By signing this application, I attest that all information provided here and on my resume is true.

Signature of Applicant: Darlene Majklich Date: 11-26-25

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or --
send via email to candieseppala@hibbingmn.gov or hit the submit button below.



APPLICATION FOR HUMAN RIGHTS COMMISSION CITY OF HIBBING, MINNESOTA

Name: Tiffany Schleppegrell Date: 11/17/2025

Address: 3202 Bunker Rd Hibbing MN 55746
Street Address City State Zip

Phone #: 218-269-0031 (Cell) same (Work)

E-mail Address: tiffany-projectcare@qwestoffice.net

Eligibility Requirements (Please check if applicable):

I am 18 years of age.

I am a Hibbing resident.

I am a registered voter within the City of Hibbing.

I have not been convicted of a felony in the past 10 years.

I am interested in serving on the Human Rights Commission.

✓
✓
✓
✓
✓

Your occupation/profession: Executive Director Project Care Free Clinic
 (Retired? Please indicate former occupation/profession)

Why are you interested in being on the Human Rights Commission?

Hibbing is a fantastic community that is constantly changing. Change can be challenging and it's important that all voices get heard in the spaces that decisions are being made. It has been my experience that most conflict can be resolved with education and communication. I love Hibbing and would like to be a part in making it a stronger community.

What skills, knowledge or experience do you have to serve on the Human Rights Commission?

I believe I would best serve this commission by being a safe person for people to bring concerns about the community. Treating people with dignity and compassion is my job at Project Care and I would carry that into this position.

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Tiffany Schleppegrell Date: 11/17/2025

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or -- send via email to candieseppala@hibbingmn.gov or hit the submit button below.

Submit Via Email

Kelly Grinsteinner

From: noreply@civicplus.com
Sent: Sunday, November 30, 2025 6:01 PM
To: Candie Seppala; Kelly Grinsteinner
Subject: Online Form Submittal: Application for Boards and Commissions

Application for Boards and Commissions

First Name	Wendy
Last Name	Griffiths
Address	1422 15 ave e
City	HIBBING
State	MN
Zip Code	55746
Phone Number	218-969-2119
Work Phone Number	<i>Field not completed.</i>
Email Address	Napkins93@gmail.com
I am interested in serving on ONE of the following Boards and Commissions.	Human Rights Commission
Your occupation/profession:	Disabled with cancer (recent)
What special skills, knowledge, or experience do you have that would be related to the purpose of any Board (s)/Commission (s) on which you would be interested in serving:	Personally being a part of a marginalized community I have ,throughout my life ,learned to be very resourceful when it comes to finding resources and caring for my community and others in need. Whether it's planning activities or networking with other groups or even elected officials, I have found a way to help get things done.
Please list professional or community activities related to	Vote no campaign, volunteer at VFW, election judge,

Board/Commission (s)
purpose:

Note: The information on this application will be available to the public and the press. In some cases, you may be asked to participate in an interview process. Please feel free to submit a resume or any other information with this application. THIS APPLICATION WILL BE KEPT ON FILE FOR 2 YEARS.

Attachments	<i>Field not completed.</i>
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Electronic Signature Agreement	I agree.
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Electronic Signature	Wendy Griffiths
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Email not displaying correctly? [View it in your browser.](#)





**APPLICATION FOR PLANNING COMMISSION and
BOARD OF ADJUSTMENTS & APPEALS
CITY OF HIBBING, MINNESOTA**

Name: Jared Lubben Date: 12-02-25
 Address: 3601 20th Ave East Hibbing, MN 55746
Street Address City State Zip
 Phone #: 2189695102 (Cell) _____ (Work)
 E-mail Address: jdlubben@gmail.com

Eligibility Requirements (Please check if applicable):

I am 18 years of age.
 I am a Hibbing resident.
 I am a registered voter within the City of Hibbing.
 I have not been convicted of a felony in the past 10 years.
I am interested in serving on the Planning Commission / Board of Adjustments.

✓
✓
✓
✓
✓

Your occupation/profession: Associate Director for local Engineering firm
 (Retired? Please indicate former occupation/profession)

Why are you interested in being on the Planning Commission / Board of Adjustments?

As a long-standing city volunteer, I am passionate about leveraging my strengths, skills, and experience to benefit the community my family calls home. I believe that networking, fostering strong relationships, and understanding the broader context behind City of Hibbing ' s decision-making are essential. These are areas where I can contribute significant value.

What skills, knowledge or experience do you have to serve on the Planning Commission / Board of Adjustments?

I currently serve as an active board member for Hibbing Youth Baseball and previously served on the Hibbing Chamber of Commerce Board, including one year as Chairperson on the Executive Board. Having lived in Hibbing since 2006, I have a deep understanding of our city ' s values and priorities, and I see how this position aligns with Hibbing ' s future goals. Over the past 15 years, I have held leadership roles that have equipped me with strong communication, leadership, and

Note: The information on this application will be available to the public and media. You may be asked to participate in an interview process with city staff. Please submit a resume or any other relevant information with this application.

*** By signing this application, I attest that all information provided here and on my resume is true.**

Signature of Applicant: Jared D. Lubben Date: 12-02-25

Download & submit to: City Clerk's Office, Attn: Candie Seppala, 401 E. 21st St., Hibbing, MN 55746 -- or -- send via email to candieseppala@hibbingmn.gov or hit the submit button below.

Submit Via Email



Request for Council Action

City Council Action

Authorize Mayor to Sign

Description of Agenda Item

EDA Disaster Relief Grant - Funding Commitment

Strategic Initiative

Support of the EDA Disaster Relief Grant for 41st Street

Owner of Agenda Item

Jesse Story, City Engineer-Director of Public Works, 218.969.0629, jessestory@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

We hired a consultant to apply for an EDA Disaster Relief Grant for the flooding on 41st Street. As part of the grant application we need to include a letter of support for funding 20% of our portion of the project. Hibbing's portion of the project is estimated at \$2.4 million, the grant match would be \$480k.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Estimated at \$480k, which is 20% of the estimated cost of \$2.4 million.

Action Requested

Authorize the mayor to sign the letter of support for funding our portion of the project.

Attachments

1. Hibbing Funding Commitment Letter
2. Letter of Support 169 Stormwater Mitigation Project



**City of Hibbing
401 East 21st Street
Hibbing, MN 55746**

December 10, 2025

U.S. Economic Development Administration
Ben Page
Deputy Assistant Secretary for Economic Development
1401 Constitution Avenue, NW
Suite 71014
Washington, DC 20230

RE: City of Hibbing Funding Commitment to U.S. Highway 169 Stormwater Mitigation Project in Hibbing, Minnesota

Dear Deputy Assistant Secretary Page,

The City of Hibbing is committed to cooperatively working with MnDot to successfully deliver the U.S. Highway 169 Stormwater Mitigation project in Hibbing, Minnesota. This includes the commitment by the City of Hibbing to fund the 20% matching funding awarded through the EDA Disaster program for the City of Hibbing portion of the work.

Sincerely,

Peter Hyduke, Mayor of Hibbing



December 17, 2025

U.S. Department of Commerce (DOC)
U.S. Economic Development Administration

Re: Letter of Support — City of Hibbing US Highway 169 Stormwater Mitigation Project

Dear Investment Review Committee and Selecting Official,

On behalf of the City of Hibbing, I am writing to express strong support for the City of Hibbing's application for federal Disaster Supplemental funding to advance the stormwater mitigation and roadway resilience project along US Highway 169 from 1st Avenue to the Highway 37 roundabout.

This critical segment of US Highway 169 serves as Hibbing's primary transportation corridor — supporting local residents, regional commuters, emergency response, freight movement, and access to key commercial and industrial areas. In recent severe weather events, stormwater infrastructure constraints have led to ponding, roadway closures, safety hazards, and interruptions to business activity. Without intervention, future storms are expected to increase these disruptions, threatening public safety and economic stability.

The proposed improvements will:

- Reduce flood risk and protect lives, property, and essential public infrastructure
- Strengthen continuity of operations for local businesses and major employers
- Improve public safety and mobility for all road users
- Support long-term economic resilience and community recovery
- Reduce future maintenance and disaster recovery costs

Hibbing is proactively addressing known vulnerabilities and ensuring its main US highway thoroughfare remains reliable and operational under worsening storm conditions. This project represents a smart, forward-looking investment that aligns with disaster mitigation priorities and will produce regional benefits well beyond the project boundary.

We recognize the City's strong partnership with MnDOT and engineering experts, who are prepared to deliver this project efficiently and responsibly with federal support.

For these reasons, the City of Hibbing fully supports the City of Hibbing's request for Disaster Supplemental funding and urges approval of this essential infrastructure and stormwater mitigation improvement.

Thank you for your consideration. Please feel free to contact me at petehyduke@hibbingmn.gov or 218.969.3067 for any additional information.

Sincerely,

Pete Hyduke
City of Hibbing, Mayor



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Ord-XXX-Sec-11-39-Chisholm-Hibbing-Airport-Zoning

ORDINANCE NO. _____, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 11 ENTITLED "LAND USE REGULATION (ZONING)", BY AMENDING SECTION 11.39 ENTITLED 'CHISHOLM-HIBBING AIRPORT ZONING ORDINANCE'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

AFTER HAVING A PUBLIC HEARING ON DECEMBER 1, 2025 IN FRONT OF THE COMMISSION, THE CITY COUNCIL OF HIBBING, MINNESOTA ORDAINS:

Section 1. Hibbing City Code, Section 11.39, entitled "Chisholm-Hibbing Airport Zoning Ordinance" is hereby deleted in its entirety and there is hereby added a new Section 11.39, entitled "Chisholm-Hibbing Range Regional Airport Zoning Ordinance", to read as follows:

"SEC. 11.39. CHISHOLM-HIBBING RANGE REGIONAL AIRPORT ZONING ORDINANCE.

Subd. 1. Purpose And Authority. The City Council of the City of Hibbing pursuant to the provisions and authority of Minnesota Statutes 360.063, hereby finds and declares that:

A. An airport hazard endangers the lives and property of users of the Chisholm-Hibbing Airport Authority, dba, Range Regional Airport, and property or occupants of land in its vicinity, and if of the obstructive type, in effect reduces the size of the area available for the landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of the Chisholm-Hibbing Range Regional Airport and the public investment therein.

B. The creation or establishment of an airport hazard is a public nuisance and an injury to the region served by the Range Regional Airport.

C. For the protection of the public health, safety, order, convenience, prosperity, and general welfare, and for the promotion of the most appropriate use of land, it is necessary to prevent the creation or establishment of airport hazards.

D. The prevention of these airport hazards should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.

E. The prevention of the creation or establishment of airport hazards and the elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which political subdivisions may raise and expend public funds.

Subd. 2. Short Title. This Section shall be known as "Chisholm-Hibbing Airport Authority Zoning Ordinance". Those sections of land affected by this Section are indicated in "Exhibit A" which is attached to this Section.

Subd. 3. Definitions. As used in this Section, unless the context otherwise requires:

AGRICULTURE - The use of land for agricultural purposes including farming; dairying; pasturage; horticulture; silviculture; animal and poultry husbandry and the necessary accessory uses for treating and storing the produce, provided that the operation of any such accessory uses shall be secondary to that of the principal agricultural activity.

AIRCRAFT - Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air, but excluding parachutes.

AIRCRAFT ACCIDENT - An occurrence incident to flight in which, because of the operation of an aircraft, a person (occupant or non-occupant) receives fatal or serious injury, or an aircraft receives substantial damage. Except as provided below, substantial damage means damage or structural failure that adversely affects the structural strength, performance, or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure, damage limited to an engine, bent fairings or cowlings, dented skin, small puncture holes in the skin or fabric, ground damage to rotor or propeller blades, damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered substantial damage.

"AIRPORT" - The Chisholm-Hibbing Airport located in parts of Section 26, Township 57, Range 20, in the City of Hibbing, St. Louis County, Minnesota.

"AIRPORT ELEVATION" - The established elevation of the highest point on the usable landing area which elevation is established to be 1,353 feet above mean sea level.

"AIRPORT HAZARD" - Any structure or tree or use of land which obstructs the airspace required for, or is otherwise hazardous to, the flight of aircraft in landing or taking off at the airport; and any use of land which is hazardous to persons or property because of its proximity to the airport.

AIRPORT SAFETY ZONE - An area subject to land use zoning controls adopted under Minnesota Statutes sections 360.061 to 360.074 if the zoning controls regulate (1) the size or location of buildings, or (2) the density of population. (Minn. Stat. 394.22, Subd. 1(a)).

BOARD OF ADJUSTMENT (BOA) - City of Hibbing Planning Commission and the Zoning Board of Adjustments & Appeals oversees the City Land Use Ordinance and provides land use recommendations to the City Council.

CHISOLM-HIBBING AIRPORT AUTHORITY (CHAA) - Range Regional Airport governing authority consisting of 6 members (3 from Hibbing and 3 from Chisholm), appointed for a 3-year term. Board members must be residents of the City of Hibbing or Chisholm.

"COMMISSIONER" - The Commissioner of the Minnesota Department of Transportation.

DRONE - See definition for Unmanned Aircraft System.

"DWELLING" - Any building or portion thereof designed or used as a residence or sleeping place of one or more persons.

FEDERAL AVIATION ADMINISTRATION (FAA) - A federal agency charged with regulating air commerce to promote its safety and development; encourage and develop civil aviation, air traffic control, and air navigation; and promoting the development of a national system of airports.

FEDERAL AVIATION REGULATIONS (FAR) - Regulations established and administered by the FAA that govern civil aviation and aviation-related activities.

"HEIGHT" - For the purpose of determining the height limits in all zones set forth in this Section and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.

"LANDING AREA" - The area of the airport used for the landing, taking off or taxiing of aircraft.

"LOW DENSITY RESIDENTIAL STRUCTURE" - A single-family or two-family home.

"LOW DENSITY RESIDENTIAL LOT" - A single lot located in an area which is zoned for single-family or two-family residences and in which the predominant land use is such type of residences.

NAVIGABLE AIRSPACE - Airspace at and above the minimum flight altitudes prescribed in the FAR's including airspace needed for safe takeoff and landing (see FAR Part 77 and 91).

"NONCONFORMING USE" - Any preexisting structure, tree, natural growth, or use of land which is inconsistent with the provisions of this Section or an amendment hereto.

"NON-PRECISION INSTRUMENT RUNWAY" - A runway having an existing or planned straight-in instrument approach procedure utilizing air navigation facilities with only horizontal guidance, and for

which no precision approach facilities are planned or indicated on an approved planning document.

"PART 77" - Refers to Title 14 Code of Federal Regulations (CFR) Part 77-Safe, Efficient Use, and Preservation of the Navigable Airspace, which establishes requirements to provide the FAA notice of certain proposed construction, or alteration of existing structures, for aeronautical evaluation to determine if the structure is, or would be, an obstruction to safe and efficient air navigation.

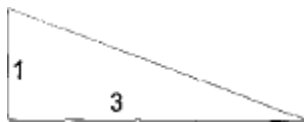
"PERSON" - An individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

"PLANNED"- As used in this Section, refers only to those proposed future airport developments that are so indicated on a planning document having the approval of the Federal Aviation Administration, MN/DOT, Office of Aeronautics, and the Chisholm-Hibbing Airport Authority.

"PRECISION INSTRUMENT RUNWAY" - A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS), or a Precision Approach Radar (PAR). Also, a runway for which a precision instrument approach system is planned and is so indicated on an approved planning document.

"RUNWAY" - Any existing or planned paved surface or turf covered area of the airport which is specifically designated and used or planned to be used for the landing and/or taking off of aircraft.

"SLOPE" - An incline from the horizontal expressed in an arithmetic ratio of horizontal magnitude to vertical magnitude.



slope= 3:1 = 3 feet horizontal to 1 foot vertical

SITE - A parcel or several adjoining parcels of land under common ownership.

"STRUCTURE"- Any object constructed or installed, or any piece of work artificially built up, or composed of parts joined together in some definable manner.

"TRAVERSE WAYS" - Roads, railroads, trails, waterways, or any other avenue of surface transportation. "TREE" - Any object of natural growth.

UNMANNED AIRCRAFT SYSTEM (UAS) - An unmanned aircraft and the equipment necessary for the safe and efficient operation of that

aircraft. An unmanned aircraft is a component of a UAS. It is defined by statute as an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (Public Law 112-95, Section 331(8)).

"UTILITY RUNWAY" - A runway that is constructed for and intended to be used by propeller-driven aircraft of 12,500 pounds maximum gross weight and less.

"VISUAL RUNWAY" - A runway intended solely for the operation of aircraft using visual approach procedures, with no existing or planned instrument approach procedures.

"WATER SURFACES" - For the purpose of this Section, shall have the same meaning as land for the establishment of protected zones.

ZONING - The partitioning of land parcels in a community by ordinance into sections and the establishment of regulations in the ordinance to govern the land use and the location, height, use and land coverage of buildings within each section.

Subd. 4. Airspace Obstruction Zoning.

A. Airspace Zones. Airspace Zones are established to regulate and protect aircraft from navigational hazards during landings and departures. To carry out the purposes of this Section, as set forth, all relevant airspace surface protection requirements described within Title 14 CFR Part 77 ("Part 77") will be met by establishing a complementary airspace zone. The following airspace zones are hereby established for the Range Regional Airport: Primary Zone, Horizontal Zone, Conical Zone, Approach Zone, Precision Instrument Approach Zone, and Transitional Zone, all whose locations and dimensions are indicated on the Airport Zoning Map.

B. Height Restrictions. Except as otherwise provided in this Section, and except as necessary and incidental to airport operations, no structure or tree shall be constructed, altered, maintained, or allowed to grow in any airspace zone created in **Subd. 4. A.** so as to project above any of the federally regulated airspace surfaces described in said **Subd. 4. A.** hereof. Where an area is covered by more than one height limitation, the more restrictive limitations shall prevail.

C. Boundary Limitations. The airspace obstruction height zoning restrictions set forth in this section shall apply for a distance not to exceed one- and one-half miles beyond the perimeter of the airport boundary and in that portion of an airport hazard area under the approach zone created in **Subd. 4. A** for a distance not exceeding two miles from the airport boundary.

Subd. 5. Land Use Safety Zoning.

A. Safety Zone Boundaries. To carry out the purpose of this Section, as set forth in this ordinance, on the Exhibit A - Airport Zoning Map, and legally described in Exhibit B, to restrict those uses which may be hazardous to the operational safety of aircraft operating to and from the Range Regional Airport, and furthermore to limit population and building density in the runway approach areas, thereby creating sufficient open space so as to protect life and property in case of an accident, there are hereby created and established the following land use safety zones:

1. Safety Zone A: All land in that portion of the approach zones of a runway, as defined in **Subd. 4.A.** hereof, which extends outward from the end of the primary surface of the runway, which distance shall be:

a. a distance of 4,000 feet for Runway 13/31.

b. a distance equal to two-thirds of the planned runway length (2,050 feet) for Runway 4/22.

2. Safety Zone B: All land in that portion of the approach zones of a runway, as defined in **Subd. 4.A.** hereof, which extends outward from Safety Zone A, which distance shall be:

a. a distance of 2,000 feet for Runway 13/31.

b. a distance equal to one-third of the planned runway length (1,025 feet) for Runway 4/22.

3. Safety Zone C: All that land which is enclosed within the perimeter of the horizontal zone, as defined in **Subd. 4.A.** hereof, and which is not included in Zone A or Zone B.

B. Use Restrictions.

1. All Safety Zones: Subject at all times to the height restrictions set forth in **Subd. 4.B.**, no use shall be made of any land in any of the safety zones defined in **Subd. 5.A.** which creates or causes interference with the operations of radio or electronic facilities on the airport or with radio or electronic communications between airport and aircraft, makes it difficult for pilots to distinguish between airport lights and other lights, results in glare in the eyes of pilots using the airport, impairs visibility in the vicinity of the airport, or otherwise endangers the landing, taking off, or maneuvering of aircraft.

2. Zone A: Subject at all times to the height restrictions set forth in **Subd. 4.B.** and to the general restrictions contained in **Subd. 5.A.** 1. areas designated as Zone A shall contain no buildings, temporary structures, exposed transmission lines, or other similar aboveground land use structural hazards, and shall be restricted to those uses which will not create, attract, or bring together an assembly of persons thereon. Permitted uses may

include, but are not limited to, such uses as agriculture (seasonal crops), horticulture, animal husbandry, raising of livestock, wildlife habitat, light outdoor recreation (non-spectator), cemeteries, and automobile parking.

3. Zone B: Subject at all times to the height restrictions set forth in **Subd. 4.B.**, and to the general restrictions contained in **Subd. 5. A.1.**, areas designated as Zone B shall be restricted in use as follows:

- a. Each use shall be on a site whose area shall not be less than three acres or such larger area as may be required by this Section.
- b. Each use shall not create, attract, or bring together a site population that would exceed 15 times that of the site acreage.
- c. Each site shall have no more than one building plot upon which any number of structures may be erected.
- d. A building plot shall be a single, uniform and non-contrived area, whose shape is uncomplicated and whose area shall not exceed the following minimum ratios with respect to the total site area:

Site Area at Least (Acres)	But Less Than (Acres)	Ratio of Site Area to Bldg. Plot Area	Building Plot Area (Sq. Ft.)	Max. Site Population (15 persons/A)
3	4	12:1 12:1	10,900	45
4	6	10:1 10:1	17,400	60
6	10	8:1 8:1	32,700	90
10	20	6:1 6:1	72,600	150
20	and up	4:1	218,000	300

- e. The following uses are specifically prohibited in Zone B: Institutions of religious assembly, hospitals and clinics, schools, theaters, stadiums, hotels and motels, trailer courts, campgrounds, and other places of similar use with frequent public or semi-public assembly.

4. Zone C: Zone C is subject only to height restrictions set forth in **Subd. 4.B** and to the general restrictions contained in **Subd. 5. B.1.**

Subd. 6. Airport Zoning Map. The several zones herein established are shown on the Range Regional Airport Zoning Map(s) (Exhibit A) attached hereto and made a part hereof, which map, together with

such amendments thereto as may from time to time be made, and all notations, references, elevations, data, zone boundaries, and other information thereon, shall be and the same is hereby adopted as part of this Section.

Subd. 7. Nonconforming Uses. Regulations are not retroactive. The regulations prescribed by this Section shall not be construed to require the removal, lowering, or other changes or alteration of any structure which was lawful prior to the enactment of this Ordinance and not conforming to the regulations as of the effective date of this Section, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Section, and is diligently prosecuted and completed within two years thereof. If, after the effective date of this Ordinance, a use, lots, structure, or tree which does not conform to this ordinance is substantially altered, said use, lots, structure. or tree shall come into conformity with this Ordinance.

Subd. 8. Acquisition in Safety Zones: The Range Regional Airport is an essential public facility. Land in Safety Zones A or B may be acquired by the City of Hibbing, Chisholm-Hibbing Airport Authority, and St. Louis County, pursuant to the Joint Powers Agreement for the benefit of the Range Regional Airport at their own expense for the purposes of preventing and/or reducing Airport Hazards and Aircraft Accidents.

Subd. 9. Permits and Orders to Remove Use, Structure, or Tree

A. Permit Standards. Permit applications shall be made in the manner and on the form established by the Local Airport Zoning Administrator pursuant to this Ordinance. Each Permit application shall indicate the purpose for which the Permit is desired, with sufficient information with respect to the proposed project to allow a determination as to whether it conforms to the applicable Local Airport Zoning Ordinance. If such determination is in the affirmative, the Permit shall be granted. For areas covered by this ordinance otherwise within the area of the responsibility of St. Louis County Planning and Zoning, any permit requested must first pass record review by the City of Hibbing Airport Zoning Administrator prior to issuance or denial by St. Louis County Planning and Zoning.

B. Permit Required. The following structures or uses shall not be allowed in a Safety Zone B unless a Permit has first been submitted to and granted by the City of Hibbing Airport Zoning Administrator for that jurisdiction. For areas covered by this ordinance otherwise within the area of the responsibility of St.

Louis County Planning and Zoning, any permit requested must first pass record review by the City of Hibbing Airport Zoning Administrator prior to issuance or denial by St. Louis County Planning and Zoning.

1. Material expansion of an Existing Structure or Use. Permit required.
2. New structures or uses. Permit required.
3. Abandoned Non-Conforming Structure. Permit required for structure to be reused, rebuilt, or replaced.
4. Substantially Damaged Non-Conforming Structure. Permit required to rebuild, repair, or replace.
5. Material Change in Non-Conforming Use. Permit required before material change in use may occur.

C. Aeronautical Study. In accordance with 14 CFR Part 77, an FAA Aeronautical Study must be conducted for any proposed construction or alteration, even those which are temporary in nature (such as cranes), as part of the permitting process and prior to issuance of any subsequent permit. Aeronautical Studies result in FAA determinations of potential impact of proposed construction or alterations on air navigational safety and provide guidance to local land use regulators on those impacts. Aeronautical Studies shall be initiated through the FAA Obstruction Evaluation/Airport Airspace Analysis process as an element of the permitting process.

D. Future Uses. Except as specifically provided in paragraph 1 and 2 hereunder, no material change shall be made in the use of land and no structure shall be erected, altered, or otherwise established in any zone hereby created unless a permit therefore shall have been applied for and granted by the zoning administrator, hereinafter, provided for. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted.

1. However, a permit for a tree or structure less than 75 feet of vertical height above the ground shall not be required in Safety Zone C except when such tree or structure, because of terrain, land contour, or topographic features, would extend the height or land use limit prescribed for the respective zone.

2. Nothing contained in this foregoing exception shall be construed as permitting or intending to permit any construction, alteration, or growth of any structure or tree

in excess of any of the height limitations established by this Section as set forth in **Subd. 4.** and the land use limitations set forth in **Subd. 5.**

E. Existing Uses. Before any existing use or structure may be replaced, substantially altered or repaired, or rebuilt within any zone established herein, a permit must be secured authorizing such replacement, change, or repair. No permit shall be granted that would allow the establishment or creation of an airport hazard as determined within the required FAA Aeronautical Study or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this Section or any amendments thereto, or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.

F. Order to Remove Use, Structure, or Tree. Except as otherwise provided in this ordinance, no structure or tree or other vegetation shall be erected, altered, allowed to grow, or be maintained in Airport Safety Zones A, B, or C, as created by this ordinance, to a height in excess of the applicable height limit as defined within this ordinance. Whether application is made for a Permit under this subdivision or not, the Local Airport Zoning Administrator, along with legal counsel for the City of Hibbing, may use any penalties or remedies available under local, state or federal law. This includes, but is not limited to, Minn. Stat. §360.073, which makes violation of this ordinance a misdemeanor offense, and allows for civil actions to prevent, restrain, correct, or abate any violations of this ordinance.

G. Nonconforming Uses Abandoned or Destroyed. Whenever the zoning administrator determines that a nonconforming structure or tree has been abandoned or more than 80% torn down, deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations. Whether application is made for a permit under this paragraph or not, the zoning administrator may order the owner of the abandoned or partially destroyed nonconforming structure, at his own expense, to lower, remove, reconstruct, or equip the same in the manner necessary to conform to the provisions of this Section. In the event the owner of the nonconforming structure shall neglect or refuse to comply with such order for ten days after receipt of written notice of such order, the zoning administrator may, by appropriate legal action, proceed to have the abandoned or partially destroyed nonconforming structure lowered, removed, reconstructed, or equipped and assess the cost and expense thereof against the land on which the structure is or was located. Unless such an assessment is paid within ninety days from the service of notice thereof on the owner of the land, the sum shall bear

interest at the rate of eight percent per annum from the date the cost and expense is incurred until paid, and shall be collected in the same manner as are general taxes.

Subd. 10. Variances.

A. Application. Any person desiring to erect or increase the height of any structure, permit the growth of any tree, or use property prohibited by this Ordinance may apply to the Board of Adjustment (BOA) for a variance from such regulations. Variance applications shall be made in the manner and on the form established by the Local Airport Zoning Administrator. Variance applications shall be delivered to the Local Airport Zoning Administrator, who shall then deliver the Variance application to the BOA. Variance applications may only be made after attending a meeting with the Local Airport Zoning Administrator and local planning and zoning authority, when applicable. Any variance brought before the BOA shall be presented and reviewed by the CHAA, within 30 calendar days, who shall be allowed to present objections to the proposed permit.

B. Failure of Board to Act on Variance. If a person submits an application for a variance by certified mail to the members of the Board and the Board fails to grant or deny the variance within time deadlines for agency action established under Minn. Stat. §15.99 after the last member receives the application, the variance shall be deemed to be granted by the Board. When the variance is granted by reason of the failure of the Board to act on the variance, the person receiving the variance shall notify the Board and the Minnesota Department of Transportation Commissioner by certified mail that the variance has been granted. The applicant shall include a copy of the original application for the variance with this notice to the Commissioner. The variance shall be effective 60 days after this notice is received by the Commissioner subject to any action taken by the Commissioner pursuant to Minnesota Statute Section 360.063, Subdivision 6(a).

C. Variance Standards. Variances shall only be allowed where it is duly found by the Board of Adjustments that a literal application or enforcement of the regulations would result in practical difficulty or undue hardship, and relief granted would not be contrary to the public interest but do substantial justice and be in accordance with the spirit of this Section, provided any variance so allowed may be subject to any reasonable conditions that the Board or Commissioner may deem necessary to effectuate the purpose of this Section.

Subd. 11. Hazard Marking and Lighting.

A. Nonconforming Uses: The owner of any nonconforming structure is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the zoning administrator to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport hazards.

B. Permits and Variances: Any permit or variance deemed advisable to effectuate the purpose of this Section and be reasonable to effectuate the purpose of this Section and be reasonable in the circumstances, and granted by the zoning administrator or Board, shall require the owner of the structure or tree in question, at his own expense, to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to pilots the presence of an airport hazard.

Subd 12: Local Airport Zoning Administrator

A. Designated Airport Zoning Administrator. The Airport Zoning Administrator shall be the City of Hibbing and Zoning Director or his/her designee. The legal counsel for the Local Airport Zoning Administrator shall be the Hibbing City Attorney. Airport Zoning Administrator shall continue to be an employee of the City of Hibbing.

B. Administration and Enforcement. It shall be the duty of the Zoning Administrator to administer and enforce the provisions of this Ordinance. Applications for Airport Zoning Permits shall be made to a Zoning Administrator as provided herein. Airport Zoning Permit applications shall be considered and acted upon by the Zoning Administrator in accordance with the provisions of this Ordinance and within the timelines established by Minn. Stat. §15.99, as it may be amended from time to time. The Zoning Administrator shall remind each applicant that it is the responsibility of the applicant to record any conditions of an Airport Zoning Permit, if required by law.

Regulations prescribed by this Ordinance for which a Permit is not required to be obtained shall be enforced and administered as determined by the Local Airport Zoning Administrator. Permit applications shall be promptly considered and granted or denied pursuant to this Ordinance. Variance applications shall be made to both the Local Airport Zoning Administrator and the BOA.

For areas covered by this ordinance otherwise within the area of the responsibility of St. Louis County Planning & Zoning, any permit requested must first pass record review by the Airport Zoning Administrator prior to issuance or denial by St. Louis County Planning and Zoning.

Subd. 13. Conflicts. Where there exists a conflict between any of the regulations or limitations prescribed in this Section and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern and prevail.

Subd. 14. Severability.

A. In any case in which the provision of this Section, although generally reasonable, is held by a court to interfere with the use of enjoyment of a particular structure or parcel of land to such an extent, or to be so onerous in their application to such a structure or parcel of land, as to constitute a taking or deprivation of that property in violation of the constitution of this state or the constitution of the United States, such holding shall not affect the application of this Section as to other structures and parcels of land, and to this end the provisions of this Section are declared to be severable.

B. Should any section or provision of this Section be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Section as a whole or any part thereof other than the parts so declared to be unconstitutional or invalid.

Subd. 15

For any decisions made by the Airport Zoning Administrator, City of Hibbing Board of Adjustment, or other actions taken under this ordinance, the City of Hibbing agrees to indemnify and hold St. Louis County harmless for any resulting or subsequent legal actions taken related to the administration or enforcement of the Hibbing Airport Zoning Ordinance."

Section 2. Penalties. Hibbing City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 11.99 entitled "Violation a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. After adoption, signing and attestation, this ordinance shall be published once in the official newspaper of the City and shall be in effect on and after the date following such publication.

Adopted by the City Council of Hibbing, Minnesota, this 17th day of December, 2025.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

ATTEST:

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

The foregoing ordinance reviewed and approved as to form.

City Attorney

(Published in the Hibbing Tribune on _____, 2025.
Affidavit of Publication attached.)



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Ord-XXX-Sec-02-49-Salaries-Mayor-and-Council-Members

ORDINANCE NO. _____, 2ND SERIES

AN ORDINANCE OF THE CITY OF HIBBING, MINNESOTA, AMENDING HIBBING CITY CODE CHAPTER 2 ENTITLED "ADMINISTRATION AND GENERAL GOVERNMENT", BY AMENDING SECTION 2.49 ENTITLED 'SALARIES OF MAYOR AND COUNCIL MEMBERS'; AND, BY ADOPTING BY REFERENCE, HIBBING CITY CODE CHAPTER 1 AND SECTION 2.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF HIBBING, MINNESOTA ORDAINS:

Section 1. Hibbing City Code, Section 2.49, entitled "Salaries of Mayor and Council Members" is hereby deleted in its entirety and there is hereby added a new Section 2.49, entitled "Salaries of Mayor and Council Members", to read as follows:

"Sec. 2.49 SALARIES OF MAYOR AND COUNCIL MEMBERS. Salaries of the Mayor and the Council are hereby fixed as follows, which amounts are deemed reasonable:

Subd. 1. The salary of the Mayor shall be \$900.00 per month.

Subd. 2. The salary of each Council Member shall be \$730.00 per month.

Subd. 3. The Council may, by resolution, provide other fringe benefits similar to those furnished to employees of the City."

Section 2. Penalties. Hibbing City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 2.99 entitled "Violations a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

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Adopted by the City Council of Hibbing, Minnesota, this 17th day of December, 2025.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

ATTEST:

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

The foregoing ordinance reviewed and approved as to form.

City Attorney

(Published in the Hibbing Tribune on _____, 20____.
Affidavit of Publication attached.)



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Summary of conclusions of evaluation of performance of City of Hibbing employee pursuant to Minn. Stat. 13D.05, subd. 3(a)

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Pete Hyduke, Mayor, 218.969.3067, petehyduke@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Summarize the conclusions of the evaluation of the performance of Ms. Qualley reached by the City Council at the December 3, 2025

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

N/A

Action Requested

Summarize the conclusions of the evaluation of the performance of Ms. Qualley reached by the City Council at the December 3, 2025

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Restocking of Spare Parts

Strategic Initiative

To restock our supply of common spare parts

Owner of Agenda Item

Dave Hurd, Superintendent of Wastewater Treatment Plant , 218.362.5999,
davidhurd@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

We would like to restock our supply of commonly used spare parts at the treatment plant.

These parts include rotors, stators, drive shafts, seal kits, and gear joint kits. We received two quotes for the needed parts. Liberty Process Equipment was the low quote in the amount of \$10,786.00 plus shipping.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

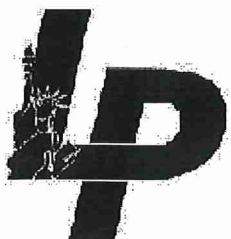
\$10,786.00 plus shipping

Action Requested

Approve the low quote from Liberty Process Equipment.

Attachments

1. Restock of spare parts



Liberty Process Equipment, Inc.
2525 S. Clearbrook Drive
Arlington Heights, IL
60005-4623
Phone: (847) 640-7867
Fax: (847) 640-7855

Quote

Page 1 of 2

Quote Number: 0116738
Quote Date: 12/5/2025
Quote valid through 1/4/2026

Customer Number: CITHI

Salesperson: STEVEN M. CACHUR

Sold To:

CITY OF HIBBING
401 E. 21ST STREET
HIBBING, MN 55746

Confirm To:

CASSIE SCHLIESMAN

Ship To:

CITY OF HIBBING WWTP
11669 TOWNLINE RD.
HIBBING, MN 55746

Customer Reference	Ship VIA	F.O.B.	Terms	Approximate Delivery		
1E036G1/1E022G1 PARTS		ARLINGTON HTS	NET 30 DAYS	IN STOCK		
Item Description	Serial Number	Unit	Qty	Price	Amount	
*** 1E036G1 CSQ 3AAA PARTS ***						
40 C81EG1L SSQ ROTOR		EACH	2	2,313.00	4,626.00	
30 C310GQL CDQ STATOR		EACH	2	641.00	1,282.00	
*** 1E022G1 CSQ 3AAA PARTS ***						
40 C81EF1L SSQ ROTOR		EACH	1	1,481.00	1,481.00	
30 C310FQL CDQ STATOR		EACH	1	475.00	475.00	
14 PE0266L SSQ DRIVE SHAFT		EACH	1	1,998.00	1,998.00	
KPE291L BEARING KIT		EACH	1	381.00	381.00	
TO INCLUDE: (1) #1 RADIAL GREASE SEAL, (1) #19 THRUST GREASE SEAL, (2) #15 TAPERED BEARING SET						
KPE951L CDQ GEAR JOINT KIT		EACH	1	441.00	441.00	
TO INCLUDE: (1) RING GEAR, (1) BALL GEAR, (2) KEYS, (1) PRIMARY THRUST PLATE, (1) SECONDARY THRUST PLATE, (1) LOCK NUT & (1) SEAL SUPPORT						
KPE87QL CDQ GEAR JOINT SEAL KIT		EACH	2	45.00	90.00	
TO INCLUDE: (1) #13 GEAR JOINT SEAL, (1) #5 O-RING, (1) #41 O-RING						

Continued



Liberty Process Equipment, Inc.
2525 S. Clearbrook Drive
Arlington Heights, IL
60005-4623
Phone: (847) 640-7867
Fax: (847) 640-7855

Quote

Page 2 of 2

Quote Number: 0116738
Quote Date: 12/5/2025
Quote valid through 1/4/2026

Customer Number: CITHI

Salesperson: STEVEN M. CACHUR

Sold To:

CITY OF HIBBING
401 E. 21ST STREET
HIBBING, MN 55746

Confirm To:

CASSIE SCHLIESMAN

Ship To:

CITY OF HIBBING WWTP
11669 TOWNLINE RD.
HIBBING, MN 55746

Customer Reference	Ship VIA	F.O.B.	Terms	Approximate Delivery
1E036G1/1E022G1 PARTS		ARLINGTON HTS	NET 30 DAYS	IN STOCK

Item Description	Serial Number	Unit	Qty	Price	Amount
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PRICES ARE NET

PACKAGING FEE \$12.00 PER PKG

12.00

THANK YOU,

STEVE CACHUR

Total: 10,786.00

Quoted prices in US dollars. Does not include shipping or packaging charges which will be added to our invoice at the time of shipment.

Effective March 1, 2012 our packing/handling charge will be \$12 per package.

Visit our website at <http://www.libertyprocess.com>

All sales are subject to our Terms and Conditions which can be found on our website at http://www.libertyprocess.com/pump_warranty_information.html

Engineered Products For the Manufacturing & Processing Industries

RE: Quote Request

From Corey Nath <cnath@pfcequip.com>
Date Fri 12/5/2023 8:46 AM
To David Hurd <DavidHurd@hibbingmn.gov>

Cassie,

Pump 1E036G1CSQ3AAA

Part# C310GQ (4074000401) Stator 036 \$ 1,484.00 EA Net *X 2*

Part# C81EG1 (4240199015) Rotor 1E036G1 \$ 5,538.00 EA Net *X 2*

Pump 1E022G1CSQ3AAA

Part# C310FQ (4064000401) Stator 022 \$ 1,146.00 EA Net

Part# C81EF1 (4054003815) Rotor1E022 \$ 3,542.00 EA Net

Part# PE0266 (4250717015) Drive shaft assy \$ 3,069.00 EA Net

Part# KPE291 (4220105000) Bearing kit \$ 585.00 EA Net

Part# KPE88Q (4221061001) Gear Joint Seal Kit \$ 94.00 EA Net *X 2*

Part# KPE952 (4221055000) Gear Joint Kit 1,026.00 EA Net

Thank You,

Corey Nath

total - \$23,600



Corey
Nath
Technical Sales
Support

O: 763.425.7890
Ext 137
9366 Deerwood Ln N
Maple Grove MN
55369
www.pfcequip.com
Take our Customer
Satisfaction Survey

Quotes are based on terms of 1% 10, net 30 days.

Credit card purchases are subject to a 5% surcharge.