**AGENDA**
**CHANHASSEN CITY COUNCIL**
**MONDAY, SEPTEMBER 28, 2026**
**CITY COUNCIL CHAMBERS, 7700 MARKET BOULEVARD**

## A. 6:30 P.M. - WORK SESSION

**Note:** Unless otherwise noted, work sessions are held in the Training Room on the main level of City Hall and are open to the public. If the City Council does not complete the work session items in the time allotted, the remaining items will be considered after the regular agenda. **Public comment is not allowed at the work session.**

**A.1** Fire Department Open House (5:30 pm - 6:30 pm at the Fire Station)

**A.2** City Manager Transition Discussion

**A.3** Future Work Session Schedule

## B. 7:00 P.M. - CALL TO ORDER (Pledge of Allegiance)

## C. PUBLIC ANNOUNCEMENTS

## D. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine by the city council and will be considered as one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately. City council action is based on the staff recommendation for each item. Refer to the council packet for each staff report.

**D.1** Approve City Council Meeting Minutes dated September 14, 2026

**D.2** Approve City Council Work Session Meeting Minutes dated September 14, 2026

**D.3** Receive Planning Commission Minutes dated July 7, 2026

**D.4** Receive Environmental Commission Minutes dated July 8, 2026

**D.5** Receive Park and Recreation Commission Special Work Session Minutes dated July 23, 2026

**D.6** Receive Park and Recreation Commission Minutes dated July 28, 2026

**D.7** Approve Claims Paid dated September 28, 2026

**D.8** Consider Approval of GMP for the Chanhassen Community Center

**D.9** Award Contract for Chanhassen Library Boiler Replacements

**D.10** Award Contract for Well 7 and 13 Rehabilitation

**D.11** Approve an Encroachment Agreement between the City of Chanhassen and the property owners at 3868 Agustin Trail (Lot 3, Block 1, and Outlot B, Boylan Shores, Common Interest Community Number 165)

**D.12** Accept the resignation of City Manager Laurie Hokkanen

**D.13** Request for Proposals for City Manager Executive Search Services

**D.14** Ordinance XXX: Amending Chapter 10 Liquor-Licensed Patio Seating, Temporary Expansion of Licensed Premises, and Code Numbering

## E. VISITOR PRESENTATIONS

Visitor Presentations requesting a response or action from the City Council must complete and submit the Citizen Action Request Form (see VISITOR GUIDELINES at the end of this agenda).

**E.1** Balakrishna Chintaginjala Citizen Action Request - Most-Favored-Nation Drug Pricing: What It Means for Chanhassen

## F. PUBLIC HEARINGS

Anyone indicating a desire to speak during Visitor Presentations will be invited to the podium by the Mayor when the public hearing is called. Please state your name and address. Please limit your comments to three (3) minutes.

**F.1** Resolution #2026-XX; Approve vacating portions of the drainage and utility easement dedicated within Lot 2, Block 1, Halla Great Plains Addition

**F.2** Resolution 2026-XX: 2027 City Pavement Rehabilitation Project Improvement Hearing for City Project No. 27-01

## G. GENERAL BUSINESS

## H. COUNCIL PRESENTATIONS

## I. ADMINISTRATIVE PRESENTATIONS

## J. CORRESPONDENCE DISCUSSION

## K. ADJOURNMENT

***GUIDELINES FOR VISITOR PRESENTATIONS***

Welcome to the Chanhassen City Council Meeting. In the interest of open communications, the Chanhassen City Council wishes to provide an opportunity for the public to address the City Council. That opportunity is provided at every regular City Council meeting during Visitor Presentations.

- Anyone seeking a response or action from the City Council following their presentation is required to complete and submit a Citizen Action Request Form. An online form is available at https://www.chanhassenmn.gov/action or paper forms are available in the city council chambers prior to the meeting.

- A total of thirty minutes is alloted for Visitor Presentations. Priority is given to Chanhassen residents. An additional thirty minutes may be provided after General Business items are complete at the discretion of the City Council.

- Anyone indicating a desire to speak during Visitor Presentations will be acknowledged by the Mayor. When called upon to speak, state your name, address, and topic. All remarks shall be addressed to the City Council as a whole, not to any specific member(s) or to any person who is not a member of the City Council.

- If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.

- Limit your comments to five minutes. Additional time may be granted at the discretion of the Mayor. If you have written comments, provide a copy to the Council. Comments may also be emailed to the City Council at council@chanhassenmn.gov.

- During Visitor Presentations, the Council and staff listen to comments and will not engage in discussion. Council members or the City Manager may ask questions of you in order to gain a thorough understanding of your concern, suggestion or request.

- Please be aware that disrespectful comments or comments of a personal nature, directed at an individual either by name or inference, will not be allowed. Personnel concerns should be directed to the City Manager.

Members of the City Council and some staff members may gather at Tequila Butcher, 590 West 79th Street in Chanhassen immediately after the meeting for a purely social event. All members of the public are welcome.

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Fire Department Open House (5:30 pm - 6:30 pm at the Fire Station) | |
| **File No.** | | **Item No:** A.1 |
| **Agenda Section** | **6:30 P.M. - WORK SESSION** | |
| **Prepared By** | Laurie Hokkanen, City Manager | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>Optional attendance at Fire Department Open House prior to the work session beginning at 6 pm | |
| **Motion Type** | N/A |
| **Strategic Priority** | Communications |

## SUMMARY

The Open House is open to the public. More info here:
https://www.chanhassenmn.gov/departments/public-safety/fire-department/fire-department-open-house

## BACKGROUND

## DISCUSSION

## BUDGET

## RECOMMENDATION

**ATTACHMENTS**

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | City Manager Transition Discussion | |
| **File No.** | | **Item No:** A.2 |
| **Agenda Section** | **6:30 P.M. - WORK SESSION** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

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| **SUGGESTED ACTION**<br><br>N/A | |
| **Motion Type** | N/A |
| **Strategic Priority** | Development & Redevelopment |

## SUMMARY

City Manager Laurie Hokkanen has notified the city that she is resigning to move to the same position with the City of Edina. Her final day at the city in a full-time capacity will be December 4, 2026. She will attend the City Council meeting on December 14, 2026, as well.

## BACKGROUND

Mayor Ryan and Laurie Hokkanen will discuss next steps with the City Council, including plans for an interim City Manager and the search process for the FT City Manager.

## DISCUSSION

## BUDGET

**RECOMMENDATION**

**ATTACHMENTS**

Hokkanen Resignation Letter
City of Chanhassen City Manager Executive Search RFP Draft

September 23, 2026

Mayor Ryan and Members of the City Council:

Please accept this letter as formal notice of my resignation as City Manager of the City of Chanhassen, effective December 4, 2026.

This is a bittersweet letter to write. Chanhassen has been a central part of my professional life. I first joined the City in 2006 as Assistant City Manager, and returning in 2021 to serve as City Manager has been one of the great privileges of my career.

I am proud of what we have accomplished together over the past five years. We took on some of the most significant projects in Chanhassen's history, planning and delivering a new Civic Campus and beginning construction on a voter-approved Community Center, two generational investments that will serve residents for decades. We invested in streets, parks, infrastructure, and public spaces; strengthened our strategic planning and community engagement; and embraced innovation and new technology to improve how we serve residents.

Just as important to me is the organization we have built. We have worked intentionally to create a culture where talented people are trusted to lead, encouraged to innovate, expected to collaborate, and supported in doing meaningful work. Even while carrying an unusual number of major initiatives, our team has continued to deliver the high-quality everyday services residents expect. Chanhassen is well-positioned for what comes next.

None of this belongs to one person. It is the result of an outstanding City Council, a talented and committed staff, strong community partners, and residents who care about Chanhassen. I have been fortunate to work alongside people who are willing to think big, solve hard problems, support one another, and keep looking for ways to make this community better.

I am grateful to the City Council for the trust you have placed in our staff and in me. You supported ambitious ideas, asked thoughtful questions, and gave our team room to do its best work. I will always value that partnership.

Mayor Ryan, I want to offer you a special thank you. The relationship between a Mayor and City Manager matters a great deal, and I have been fortunate to share it with someone who cares about this community, believes in its potential, and works collaboratively through both opportunities and challenges. Thank you for your trust in me, your support of our staff, and the partnership we have shared in moving Chanhassen forward.

Most of all, I will miss the people. I care deeply about this organization and the employees who make it what it is. Leaving them, and a community that has meant so much to my family and me, is by far the hardest part of this decision.

I am excited about the opportunity ahead, and I leave Chanhassen with gratitude and pride. Between now and December 4, I am committed to a thoughtful, orderly transition that positions the Council, staff, and the next City Manager for continued success.

Thank you for the opportunity to serve the City of Chanhassen. It has been an honor.

Sincerely,



Laurie Hokkanen
City Manager

## CITY OF CHANHASSEN

# City Manager Executive Search Services

## REQUEST FOR PROPOSALS

RFP issued September 29, 2026
Proposal deadline October 18, 2026
Anticipated firm selection October 26 or November 12, 2026

| | |
|---|---|
| **SUBMIT TO** | Laurie Hokkanen<br>City Manager<br>City of Chanhassen<br>lhokkanen@chanhassenmn.gov |

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## Request for Proposals

The City of Chanhassen is seeking proposals from qualified executive search firms to assist the City Council in recruiting and selecting the City's next City Manager. The selected firm will provide a comprehensive, inclusive, and professionally managed search process from development of the position profile through appointment and transition support.

The City seeks a firm with demonstrated experience in executive-level local government recruitment, particularly city manager or city administrator searches in Minnesota or comparable communities.

## About Chanhassen

Chanhassen is a growing southwest metropolitan community in Carver County with approximately 28,700 residents. The City operates under Minnesota's Optional Plan B form of government. A mayor and four council members are elected at large to staggered four-year terms. The City Council appoints the City Manager, who serves as chief administrative officer and leads implementation of Council policy, organizational performance, and delivery of municipal services.

The organization includes approximately 85 FT employees and provides services through administration, finance, community development, fire, public works, and parks and recreation functions. Police services are provided through a contract with the Carver County Sheriff's Office. Chanhassen is known for strong neighborhoods, a diverse employment base, high-quality schools, community events, natural resources, and an extensive system of parks, preserves, and trails.

The next City Manager will join the organization during a period of significant opportunity and transition. Current and emerging priorities include completion and activation of major community facilities, long-range financial and infrastructure planning, implementation of the 2050 Comprehensive Plan, redevelopment and economic vitality, organizational development, community engagement, and maintaining high-quality services as the community evolves. The City expects the selected search firm to refine this context through engagement with the City Council, employees, and other stakeholders.

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## Project Objectives

- Develop a clear, compelling, and accurate position profile that reflects the City Council's priorities, the organization's needs, and the community's opportunities.
- Attract a broad, highly qualified candidate pool through targeted outreach and active recruitment, not solely through advertising.
- Provide a consistent, legally compliant, and well-documented process for screening, evaluating, and advancing candidates.
- Support the City Council in conducting effective interviews, selecting a preferred candidate, and negotiating an employment agreement.
- Maintain timely, respectful, and confidential communication with candidates and the city throughout the process.
- Support a successful transition and onboarding process for the selected City Manager.

## Scope of Services

The following scope describes the City's anticipated needs. Firms may recommend refinements that improve the process, schedule, candidate experience, or outcomes. Any recommended changes should be clearly identified in the proposal.

### 1. Project Initiation and Position Profile

- Conduct a kickoff meeting and/or individual interviews with the City Council and designated City staff to confirm roles, decision points, communication protocols, schedule, and measures of a successful search.
- Review relevant City materials, including the City Manager position description, compensation and benefits information, organizational structure, strategic priorities, budgets, plans, and community information.
- Facilitate structured engagement with the City Council, leadership team, employees, and other stakeholders identified by the City to gather input on the organization's needs and the desired experience, competencies, leadership characteristics, and management style of the next City Manager.
- Advise the City on an appropriate community engagement approach and facilitate that engagement if requested.
- Prepare a recruitment brochure and position profile for City review and approval. The final materials should present the community and position accurately and compellingly and be accessible for online distribution.

### 2. Recruitment and Candidate Outreach

- Develop and implement a recruitment strategy appropriate to the position, including targeted outreach to prospective candidates, professional networks, associations, and diverse talent pipelines.
- Actively identify and recruit qualified candidates whose experience and leadership attributes align with the approved profile.
- Develop advertisements, supplemental questions, application instructions, and other candidate-facing materials.
- Manage receipt of applications and provide prompt, professional communication to applicants throughout the process.
- Provide the city with regular written status updates that summarize outreach activity and the size and general characteristics of the candidate pool without prematurely disclosing protected applicant data.

### 3. Screening and Evaluation

- Review applications against the approved position profile and verify minimum and preferred qualifications.
- Conduct preliminary interviews or screening conversations with the most qualified candidates and assess experience, leadership competencies, communication skills, motivation, compensation expectations, and fit with the city's stated priorities.
- Present a written candidate report and recommendations to the City Council in a format that supports consistent comparison and informed decision-making.
- Conduct preliminary reference, credential, employment history, public-record, and other agreed-upon due diligence at the appropriate stage of the process and with required candidate authorization.
- Advise the City regarding the Minnesota Government Data Practices Act, Minnesota Veterans Preference Act, Minnesota Open Meeting Law, and other laws applicable to the search, while recognizing that the City Attorney provides the City's legal advice.
- Develop a transparent process for advancing candidates through each stage and promptly communicate status changes to candidates.

### 4. Interviews and Finalist Process

- Design and facilitate a multi-stage interview and selection process appropriate to the city's goals.
- Prepare interview questions, evaluation materials, schedules, candidate packets, facilitator guidance, and decision-making tools for the City Council and any advisory panels.

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- Coordinate candidate schedules and communications in collaboration with city staff, including travel arrangements or reimbursement expectations if applicable.
- Facilitate interviews, debriefs, and Council deliberations as requested.
- Assist the city with an appropriate public or community component for finalists, including methods for gathering and summarizing feedback.
- Coordinate candidate disclosures and public communications with City staff consistent with Minnesota law.

### 5. Background Review and Appointment

- Conduct comprehensive background and reference investigations for finalist candidates as authorized by the city. The proposal should identify the scope, methods, timing, and any third-party services or pass-through costs.
- Provide a written summary of findings and promptly identify any material concerns, discrepancies, or limitations.
- Support the City Council in developing and extending a competitive employment offer, including advice on compensation and customary terms.
- Serve as liaison during negotiations between the preferred candidate, City Council, designated staff, and City Attorney.
- Assist with preparation of appointment and approval materials. The City Attorney will prepare or approve the final employment agreement. The city intends to use the LMC model agreement as the contract template.

### 6. Transition and Onboarding Support

- Assist the City Council and designated staff with transition planning for the selected candidate.
- Develop a practical onboarding framework for the first several months, including key briefings, relationship-building opportunities, and early alignment between the Council and new City Manager.
- Provide optional follow-up or facilitation services and clearly identify any additional fees.

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## City Responsibilities

- Designate a primary project contact and provide timely access to City Council members, staff, information, and records needed for the work.
- Provide existing photographs, plans, organizational documents, compensation and benefit information, and other source material for the position profile.
- Review and approve the recruitment profile, advertisements, schedule, interview structure, and other key deliverables.
- Provide meeting space and reasonable administrative and technology support for city-hosted interviews and public activities.
- Coordinate official meeting notices, agendas, Council actions, media relations, and city communications.
- Coordinate any city-selected leadership or management assessment and any verification processes performed directly by the city.

## Required Deliverables

| Deliverable | Expected result |
|---|---|
| **Project plan** | Confirmed schedule, responsibilities, decision points, communication plan, and stakeholder engagement approach. |

| Deliverable | Expected result |
|---|---|
| **Position profile** | Final recruitment brochure, position description recommendations, compensation context, and candidate criteria. |
| **Recruitment campaign** | Advertising and outreach plan, active recruitment, candidate communications, and regular status reports. |
| **Candidate evaluation** | Screening materials, written candidate reports, recommendations, and agreed-upon due diligence. |
| **Interview process** | Interview questions, schedules, candidate and panel materials, evaluation tools, facilitation, and feedback summary. |
| **Finalist review** | Comprehensive background and reference reports completed with proper authorization. |
| **Appointment support** | Offer and negotiation assistance, approval support, and transition recommendations. |

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## Fee Proposal

The City seeks the highest overall value, not necessarily the lowest price. The fee proposal should be complete and transparent and should distinguish required services from optional services. The city prefers a fixed or not-to-exceed professional fee, with reimbursable expenses stated separately and subject to advance approval.

- Professional fee by phase and total not-to-exceed amount
- Travel, printing, advertising, technology, assessment, background investigation, and other reimbursable or pass-through costs
- Optional services and prices
- Payment schedule tied to milestones
- Hourly rates for authorized work outside the agreed scope
- Cancellation, suspension, or restart terms
- Replacement-search guarantee and any associated costs

## Evaluation and Selection

The City Council, with support from designated staff, will evaluate proposals and may interview one or more firms. The City may request clarification, supplemental information, a best and final offer, or an oral presentation. Evaluation will consider the factors below as a whole. The City is not obligated to select the lowest-cost proposal.

| Factor | Considerations |
|---|---|
| **Understanding and approach** | Understanding of Chanhassen's needs and the quality, practicality, and inclusiveness of the proposed search process. |
| **Relevant experience** | Success with comparable local government executive searches and familiarity with Minnesota public-sector requirements. |
| **Assigned team** | Qualifications, experience, availability, communication style, and direct involvement of the proposed project team. |

| Factor | Considerations |
|---|---|
| **Recruitment capability** | Demonstrated ability to identify, attract, evaluate, and maintain the interest of highly qualified candidates. |
| **Schedule and responsiveness** | Ability to meet the City's desired timeline, communicate consistently, and adapt to Council needs. |
| **References and results** | Client satisfaction, completed placements, candidate retention, and quality of comparable work. |
| **Cost and overall value** | Clarity and reasonableness of fees, services included, guarantee terms, and overall value to the City. |

## Proposal Submission

Submit one electronic copy in PDF format to:

**Laurie Hokkanen, City Manager**

**lhokkanen@chanhassenmn.gov**

The subject line should read City Manager Executive Search RFP. Proposals must be received by October 18, 2026 at 11:59 pm CST. The City may reject late submissions.

## Tentative Search Schedule

Proposers should recommend a detailed schedule. The framework below identifies anticipated milestones; all dates will be finalized by the selected firm with the City Council and staff.

| Date | Milestone |
|---|---|
| Sept. 28, 2026 | Council authorizes search firm RFP |
| Sept. 29 | RFP issued |
| Oct. 16 | Search firm proposals due |
| Oct. 19–23 | Staff reviews proposals and checks references |
| Mon. Oct. 26 | Council interviews firms and identifies preferred firm |
| Oct. 27–Nov. 6 | Negotiate scope and contract |
| Mon. Nov. 9 | Council approves search firm contract |
| Nov. 10–20 | Firm conducts stakeholder engagement and develops position profile |
| Mon. Nov. 23 | Council approves position profile, compensation and recruitment strategy |
| Dec. 1 | Recruitment opens |

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| Date | Milestone |
|---|---|
| Mon. Jan. 4, 2027 | Applications due |
| Jan. 5–15 | Firm and staff screens applicants and identifies first-round candidates (10-12) |
| Jan. 18–22 | Recorded first-round video interviews; Council reviews videos individually |
| Mon. Jan. 25 | Council selects 4–6 semifinalists |
| Feb. 1–5 | Additional vetting and preparation for interviews |
| Mon. Feb. 8 | In-person semifinalist interviews; Council selects 2–3 finalists |
| Feb. 9–19 | Background/reference work and finalist preparation |
| Mon. Feb. 22 | In-person finalist process; Council identifies preferred candidate |
| Feb. 23–Mar. 5 | Contract negotiations and final due diligence |
| Mon. Mar. 8 | Council approves employment agreement |
| April | New City Manager begins |

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# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Future Work Session Schedule | |
| **File No.** | | **Item No:** A.3 |
| **Agenda Section** | **6:30 P.M. - WORK SESSION** | |
| **Prepared By** | Laurie Hokkanen, City Manager | |
| **Reviewed By** | Laurie Hokkanen | |

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|---|---|
| **SUGGESTED ACTION**<br><br>N/A | |
| **Motion Type** | N/A |
| **Strategic Priority** | N/A |

**SUMMARY**

October 12, 2026
- Fire Department Planning (3 of 5)

October 26, 2026
- Presentation of Capital Fund Budgets and 2027-2031 CIP
- Fire Department Planning (4 of 5)

November 9, 2026
- Presentation of Preliminary 2027 Utility Fund Budgets and 2027-2031 Utility Fund CIP

November 23, 2026
- Final Review of Proposed 2027 Levy, Budgets, and CIP for all funds
- Fire Department Planning (5 of 5)

**BACKGROUND**

Staff or the City Council may suggest topics for work sessions. Dates are tentative until the meeting agenda is published. Work sessions are typically held at 5:30 pm in conjunction with the regular City Council meeting, but may be scheduled for other times as needed. The public is invited and welcome to listen to the presentations and discussion, but public comment is not taken at work sessions.

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Approve City Council Meeting Minutes dated September 14, 2026 | |
| **File No.** | | **Item No:** D.1 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>"The Chanhassen City Council approves the City Council Meeting minutes dated September 14, 2026." | |
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

Staff recommends that the Chanhassen City Council approve the City Council Meeting minutes dated September 14, 2026.

**ATTACHMENTS**

City Council Meeting minutes dated September 14, 2026

**CHANHASSEN CITY COUNCIL**
**REGULAR MEETING**
**MINUTES**
**SEPTEMBER 14, 2026**

Mayor Ryan called the meeting to order at 7:00 p.m. The meeting was opened with the Pledge of Allegiance.

**COUNCIL MEMBERS PRESENT:** Mayor Ryan, Councilmember McDonald, Councilmember von Oven, Councilmember Schubert, and Councilmember Kimber.

**COUNCIL MEMBERS ABSENT:** None.

**STAFF PRESENT:** Laurie Hokkanen, City Manager; Matt Unmacht, Assistant City Manager; Charlie Howley, Public Works Director/City Engineer; Kelly Grinnell, Finance Director; Patrick Gavin, Communications Manager; Jerry Ruegemer, Park & Recreation Director; Andrew Heger, Fire Chief; George Bender, Assistant City Engineer

**PUBLIC PRESENT:**
Tony Shen, 9219 Lake Riley Boulevard
Sharon Krumm, 9225 Lake Riley Boulevard
Paul Lundeen, 9245 Lake Riley Boulevard
Craig Schulz, 361 Deerfoot Trail
Jake Petersen, 9203 Lake Riley Boulevard
Balakrishna Chintaginjala, 8982 Southwest Village Loop
Roni Lundeen, 9245 Lake Riley Boulevard

**PUBLIC ANNOUNCEMENTS:**
**1. Teen Volunteer Recognition**

Mayor Ryan recognized the 2026 Teen Volunteers who served during the city-sponsored recreation programs from June through August.

**CONSENT AGENDA: Councilmember McDonald moved, Councilmember Kimber seconded that the City Council approve the following consent agenda items 1 through 8 pursuant to the City Manager's recommendations:**

1. Approve City Council Minutes dated August 31, 2026

2. Approve City Council Work Session Minutes dated August 31, 2026

3. Approve Claims Paid dated September 14, 2026

4. Approve an Encroachment Agreement between the City of Chanhassen and the property owner at 8113 Marsh Drive (Lot 41, Block 2, Hidden Valley)

5. Award Construction Contract – Red Cedar Point Stormwater Improvement Project

6. Approve Stormwater Operations and Maintenance Agreement for Santa Vera Apartments Phase II (25-07)

7. Resolution 2026-66: Request for Municipal State Aid Variances for the Pleasant View Road Rehabilitation Project

8. Resolution 2026-67: Call Public Improvement Hearing for the 2027 City Pavement Rehabilitation Project. City Project No. 27-01

**All voted in favor, and the motion carried unanimously with a vote of 5 to 0.**

**VISITOR PRESENTATIONS.**

**1. Balakrishna Chintaginjala Citizen Action Request**

Balakrishna Chintaginjala, 8982 Southwest Village Loop, provided a summary of the new federal child investment program available through TrumpAccounts.gov. He discussed the benefits of the program and requested that the City Council and City Administration provide guidance to residents about the program.

**FIRE DEPARTMENT/LAW ENFORCEMENT UPDATES.** None.

**PUBLIC HEARINGS.**

**1. Resolution 2026-68: Lake Riley Blvd Reconstruction Project Improvement Hearing**

George Bender, Assistant City Engineer, reviewed the project scope for the Lake Riley Boulevard Rehabilitation. He discussed the project area and scope. He discussed the three different options in the feasibility study, which were selected to meet fire code and engineering standards. He summarized the other feasible considerations for the project, including maintaining the existing street width, pavement rehabilitation without widening, parking, and alternative stormwater management. He stated that the maximum length of a cul-de-sac is 750 feet per Fire Code and the existing turn-around was not compliant with Fire Code or Engineering Standards. He provided an overview of the budget and a cost summary for all three options of the project. He stated that the preliminary assessment amounts would follow the Flat Rate assessment methodology. He summarized the public engagement effort, including the 5-year capital improvement plan map on the City's website, the 1-year advanced notification via postcard, the Project Updates email, a resident survey, an online story map, an open house, a mailed notification letter about the public hearing, and public notification in the Sun Sailor. He reviewed

the public feedback, which included a lack of general support for widening the existing street, the elimination of on-street parking, and water quality improvements. He discussed the project scheduling with the goal of starting the construction in May 2027, with final completion being in June 2028.

Councilmember Schubert asked if they intended to have another open house for the neighborhood once the final design was closer. Mr. Bender answered that if it was new information, they would hold another open house.

Mayor Ryan noted that the City Council was not in support of widening the road. The City Council would like to keep the road width at 20 feet and to evaluate both projects depending on the needs of stormwater management.

**Mayor Ryan opened the public hearing.**

Roni Lundeen, 9245 Lake Riley Boulevard, stated that the stormwater management was poorly done on the street. She expressed concerns about the debris that goes into the lake. She said that she was in favor of full reconstruction to help maintain the cleanliness of the lake. She commented that emergency vehicles had difficulty responding because of the nature of the road. She requested that the address for Lake Riley and Lake Riley Park change, so the GPS did not bring people to the end of the cul-de-sac.

Jake Petersen, 9203 Lake Riley Boulevard, said that the cul-de-sac was a unique situation and there would need to be filtering to be done to deal with the water flow. He stated that the parking was important, so there needed to be some allocation for parking for guests and service providers. He thanked the city staff and City Council for being responsive. He encouraged an open house if they develop new plans.

Craig Schulz, 361 Deerfoot Trail, said that they would be deeply impacted by any widening of Lake Riley Boulevard. His property already has an HOA storm sewer and a parking pad, which impacted the usefulness of their property. He expressed concerns about losing trees impacting his property value. He stated that a twenty-foot road should be sufficient for the traffic on Lake Riley Boulevard. He referenced the Heritage Tree Ordinance and discussed the benefits of the trees for protecting Lake Riley.

Paul Lundeen, 9245 Lake Riley Boulevard, clarified the costs of the different project options. He asked about the shelf life of the Option D project. He did not want to pay project costs multiple times. He preferred Option A.

Sharon Krumm, 9225 Lake Riley Boulevard, asked for the City Council to think about the land that they would be taking away from their neighbors in Option A. She did not feel comfortable with the option. She suggested investing in a smaller fire truck for smaller streets in the city or

parking on one side of the street. She did not want to reduce the property values of her neighbors while still thinking of creative options to remedy the problems.

Tony Shen, 9219 Lake Riley Boulevard, said he was concerned since option A would take six feet from residents' backyard. He said that the maximum hard cover a resident would have would be 25 percent, so if the city widened the road, they would be taking away vegetation and green space that protects the lake quality. He thought Option C caused the least damage.

**Mayor Ryan closed the public hearing.**

Mayor Ryan asked Mr. Bender to address the life of an FDR. Mr. Bender answered that they typically get twenty years out of an FDR. He said that the full reconstruction was the best dollar per year, but it would have other impacts, such as triggering the watershed rules.

Mayor Ryan clarified that the shelf life for an FDR was between 20 and 30 years. Mr. Bender answered that the shelf life would depend on how quickly they would have to come back and mill-and-overlay and the quality of the gravel section underneath.

Mayor Ryan acknowledged the concern with the turnaround. She asked if he had evaluated different options in the cul-de-sac that would not be the full 94 feet that would address the stormwater management. Mr. Bender responded that there was a hammerhead approach and a Y-approach turnaround that met fire standards. He stated that the hammerhead had the most feasibility, but both the hammerhead and Y-Approach would have major impacts on the north side of the road.

Mayor Ryan requested that they keep emergency vehicle access in mind while they are considering the final options.

Councilmember von Oven thanked the residents for coming to the meeting. He said that the City Council was looking at the project as an exception to the city's standards to maintain the character of the neighborhood. He said that this was not design finalization.

Councilmember McDonald thanked the city staff for bringing forward the design options. He stated that there were a number of neighborhoods in the community that were designed for horse and buggy. He said that they were faced with the dilemma of community growth. He commented that Lake Riley was being decertified as an impaired body of water, and he thanked the residents for their work to help water quality. He said that the goal was to increase the value of the property by providing adequate infrastructure and water management. He stated that there was buckthorn that needed to be removed, but he did not think they needed to impact the heritage trees.

Mayor Ryan summarized the input and discussed the need to consider how to restructure the road and implement stormwater management. She encouraged residents to sign up on the project webpage.

**Councilmember Schubert moved, Councilmember von Oven seconded that the Chanhassen City Council adopts a resolution accepting the feasibility study, ordering the improvements, and authorizing preparation of plans and specifications for the 2027 Lake Riley Boulevard Rehabilitation Project. All voted in favor, and the motion carried unanimously with a vote of 5 to 0.**

## GENERAL BUSINESS.

1. **Resolution 2026:69: Approving the Preliminary 2026 Tax Levy, Collectible in 2027, and Establishing the Truth-in-Taxation Public Meeting Date**

Kelly Grinnell, Finance Director, reviewed the preliminary 2027 General Fund Budget. She discussed the wages and benefits for both current union contracts and non-union employees. She discussed other items that had increases for the 2027 General Fund balance, including the sheriff's contract, utility expenses for the new Civic Campus, the Civic Campus Park Building operating expenses, legal services, and street maintenance. She discussed the outlook for other funds, including the special revenue funds, debt service funds, capital funds, and utility funds. She commented that they were forecasting a 7.1 percent tax levy increase, largely due to debt service payments for the Civic Campus and Community Center. She summarized the market values for taxes payable in 2027 for residential properties, commercial and industrial properties, apartments, and agricultural properties. She provided examples of the property tax impact on different house types and commercial properties.

**Councilmember McDonald moved, Councilmember von Oven seconded that the Chanhassen City Council approves the resolution approving the preliminary 2026 tax levy, collectible in 2027, and establishing the Truth-in-Taxation Public Meeting Date. All voted in favor, and the motion carried unanimously with a vote of 5 to 0.**

## COUNCIL PRESENTATIONS.

Councilmember Schubert stated that residents can bring children to the City Council meetings to understand how local government works.

Councilmember Kimber said that Southwest Transit broke the record for how many people they transported to the State Fair.

## ADMINISTRATIVE PRESENTATIONS.

1. **Second Quarter Financial Report**

**CORRESPONDENCE DISCUSSION.** None.

**Councilmember Kimber moved, Councilmember Schubert seconded to adjourn the meeting. All voted in favor, and the motion carried unanimously with a vote of 5 to 0. The City Council meeting was adjourned at 8:36 p.m.**

Submitted by Laurie Hokkanen
City Manager

Prepared by Jenny Potter
City Clerk

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Approve City Council Work Session Meeting Minutes dated September 14, 2026 | |
| **File No.** | | **Item No:** D.2 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves the City Council Work Session Meeting minutes dated September 14, 2026."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

## SUMMARY

## BACKGROUND

## DISCUSSION

## BUDGET

## RECOMMENDATION

Staff recommends that the Chanhassen City Council approve the City Council Work Session Meeting

minutes dated September 14, 2026.

**ATTACHMENTS**

City Council Work Session Meeting minutes dated September 14, 2026.

**CHANHASSEN CITY COUNCIL**
**WORK SESSION**
**MINUTES**
**September 14, 2026**

**Mayor Ryan called the work session to order at 6:00 P.M.**

**COUNCIL MEMBERS PRESENT:** Mayor Ryan, Councilmember McDonald, Councilmember Kimber, Councilmember von Oven, Councilmember Schubert

**COUNCIL MEMBERS ABSENT:**

**STAFF PRESENT**: Laurie Hokkanen, City Manager; Matt Unmacht, Assistant City Manager; Charlie Howley, Public Works Director/City Engineer; Kelly Grinnell, Finance Director; Patrick Gavin, Communications Manager; Jerry Ruegemer, Park & Recreation Director; Andrew Heger, Fire Chief

**PUBLIC PRESENT:**

## Presentation of Preliminary 2027 Levy and General Fund Budget

Kelly Grinnell, Finance Director, presented a review of the proposed 2027 General Fund budget and property tax levy following two previous work sessions. The current General Fund budget remains balanced at approximately $18 million, with expenditures increasing 6.3% and the General Fund property tax levy increasing 4.3%.

Wages and benefits are projected to increase 6.7%, reflecting cost-of-living and eligible step increases, changes from the city's market pay study and four additional firefighters contingent on receiving a federal SAFER grant. Health insurance renewal costs remain uncertain, and staff continues to review proposals.

Other cost increases include the Carver County Sheriff's Office contract, street maintenance and operating expenses associated with the new Civic Campus facilities.

City Council also reviewed the proposed overall city property tax levy, which includes General Fund, capital and debt-service levies. The City Council supported keeping the preliminary increase at 7.1% while several budget variables remain unresolved, with the possibility of lowering it before final adoption in December. For an average home valued at $598,000, the combined estimated increase in city property taxes and utilities is approximately $14.94 per month.

## Lake Riley Boulevard Improvement Project

Charlie Howley, Public Works Director/City, presented the proposed Lake Riley Boulevard Improvement Project. Discussion focused on whether to widen the roadway and whether to pursue full reconstruction or a less extensive rehabilitation such as full-depth reclamation, or FDR.

Most of Lake Riley Boulevard is approximately 20 feet wide, compared with the city's 31-foot standard for new streets. Councilmembers expressed a strong preference for maintaining the

existing width to preserve neighborhood character, mature trees and privacy. Council also discussed potentially restricting parking to one side, with a final decision to come later in the design process.

The City Council has not yet choose between full reconstruction and FDR. Because reconstruction would trigger additional stormwater-management requirements, staff will continue exploring alternatives that minimize impacts to trees and adjacent properties.

Council directed staff to move forward without widening the road and continue evaluating reconstruction and rehabilitation options before a final design is selected.

**Mayor Ryan recessed the Work Session at 6:54 p.m.**

**Mayor Ryan reconvened the Work Session at 7:45 p.m.**

**Fire Department Planning Series Session 2: Equipment, Training & Facility**

Andrew Heger, Fire Chief, presented on the existing fire engines, specialty equipment and projected replacement needs. Engine 11, a 2007 pumper, is tentatively scheduled for replacement in 2029, but the department may need to order it in early 2027 because new apparatus can take two to four years to deliver. Its estimated replacement cost is approximately $1.6 million, compared with about $600,000 for Engine 1 when purchased in 2019.

The discussion also covered firefighter training, including approximately 192 hours of initial fire-service training and 140 hours for EMT certification, followed by ongoing continuing education.

City Council also reviewed longer-term facility needs. The current fire station was built in 1966 and has undergone several renovations, but a 2026 space-needs analysis found that a major remodel and addition would still leave the facility about 8,000 square feet short and would not address response-time concerns. Future discussions will examine whether the city should operate multiple stations or a more centrally located consolidated facility and how those options would affect staffing, equipment, response times and firefighter health and safety.

**Mayor Ryan adjourned the work session at 8:38 P.M.**
Submitted by Laurie Hokkanen
City Manager

Prepared by Jenny Potter
City Clerk



# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Receive Planning Commission Minutes dated July 7, 2026 | |
| **File No.** | | **Item No:** D.3 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Amy Weidman, Senior Admin Support Specialist | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>"The Chanhassen City Council receives the Planning Commission minutes dated July 7, 2026." | |
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

The City Council receives the Planning Commission minutes dated July 7, 2026.

**ATTACHMENTS**

Planning Commission minutes dated July 7, 2026

**CHANHASSEN PLANNING COMMISSION**
**REGULAR MEETING**
**MINUTES**
**JULY 7, 2026**

**CALL TO ORDER:**
Chair Noyes called the meeting to order at 6:00 p.m.

**MEMBERS PRESENT:** Chair Eric Noyes, Vice Chair Steve Jobe, Jeremy Rosengren, Ryan Soller, and Dave Grover.

**MEMBERS ABSENT:** Katie Trevena and Mike Olmstead.

**STAFF PRESENT:** Rachel Jeske, Planner II; Eric Maass, Community Development Director; and Gwen Kelley, Planning Intern.

**PUBLIC PRESENT:**

| | |
|---|---|
| Jim Boeshans | 6651 Pawnee Drive |
| Kory Yamada | 7024 Dakota Avenue |

**PUBLIC HEARINGS:**

**1. CONSIDER A FRONT YARD SETBACK VARIANCE FOR A FENCE AT 7024 DAKOTA AVE (PLANNING CASE #26-09)**

Gwen Kelley, Planning Intern, reviewed the front yard setback variance request for 7024 Dakota Avenue. She noted that the property had a unique slope exceeding 14 percent. She summarized the proposed setback for the fence installation, which would have a 20-foot setback from the property line. She said that the staff calculated the sight triangle distance and found no issues regarding the proposed fence location. She commented that the variance criteria had been met, and the staff supported their request.

Chair Noyes said that the property was unique in its layout and topography.

Commissioner Rosengren asked about the existing temporary wire fence on the north side of the property. He asked if the new fence would replace the temporary fence. Rachel Jeske, Planner II, responded that chain link fences did not have the same requirements as privacy fences. She was not certain that there was an existing fence in the location.

Commissioner Rosengren questioned the mature trees and asked if the fence would be placed behind the trees. He asked if trees were being removed as part of the project. Ms. Jeske answered that trees were not proposed for removal, but that the property owners retain the right to remove trees on their property.

Commissioner Rosengren asked if the findings of fact documents need to be updated. Ms. Jeske responded that the comments had been resolved and had since been finalized in the packet.

Commissioner Soller questioned whether the 20 feet was the initially requested setback for the project, or if more was initially requested. Ms. Kelley responded that the fence would fall within the character of the neighborhood.

Ms. Jeske commented that the fence was the originally requested fence by the applicant. The sight distance triangles are evaluated when considering the reasonableness of the request for variance.

Eric Maass, Community Development Director, noted that the staff would work with the applicant to ensure the proposal to meet the requirements if necessary.

**Chair Noyes opened the public hearing.**

Kory Yamada, 7024 Dakota Avenue, clarified that there was a line on the plans for a previous privacy fence that was located around the former pool for safety. The portion of the fence was removed when the pool was taken out. She noted that they would not remove any trees.

**Chair Noyes closed the public hearing.**

**Commissioner Grover moved, Commissioner Soller seconded that the Chanhassen Planning Commission, acting as the Board of Adjustments and Appeals, approves the requested front setback variance for the property at 7024 Dakota Avenue and adopts the attached Findings of Fact and Decision. All voted in favor, and the motion carried unanimously with a vote of 5 to 0.**

**2. ORDINANCE XXX: AMENDING CHAPTERS 10, 12, 16, AND 20, MINOR CODE AMENDMENT**

Mr. Maass noted that the only chapters applicable to the Planning Commission were Chapters 18 and 20, but they would review the entire ordinance prior to bringing it to the City Council.

Commissioner Soller asked why the amendments to Chapter 10 were not in their purview, since they previously reviewed the short-term rental ordinance. Mr. Maass answered that the short-term rental regulations were initially located in Chapter 20, but the most recent revision updated the language and placed short-term rentals in Chapter 10, since that chapter is where all other licenses are located.

Ms. Kelley provided an overview of the amendments that the staff was recommending. She summarized the amendments for Section 10-230 for Short Term Rental Licensing; Section 16-21 Container Storage; Section 20-645(e) Lot Requirements and Setbacks; Section 20-905 Single-Family Dwellings; Section 20-921(e) Pervious Pavement; Section 20-1176 Intent, Scope, and Compliance; Section 20-1256 and Section 20-1275; and Section 12-13 No Parking, Stopping, or Standing Zones.

Commissioner Rosengren asked about Section 20-645 and the adjustment to the lot requirements and setbacks. He asked about the minimum separation between structures being 15 feet with a setback of up to five feet, and how this would be determined with adjacent properties. Mr. Maass answered that it would be applicable to the low- to medium-density residential zoning district, and that staff would mediate setback issues across different properties. He noted that the 15-foot setback was for fire safety.

Referencing Section 20-1176, Commissioner Rosengren discussed the diagram that was removed and whether the symbols were necessary or referenced elsewhere. Ms. Kelley noted that the fences themselves were outdated, but the symbols were referenced within the code.

Referencing Section 12-13, Commissioner Rosengren asked if the Public Works Director currently made the decision of when and where to block traffic for the parade. Mr. Maass said that that has been past practice and that he worked with Lieutenant Stahn and the Public Works Director to determine the proposed language, as the City Code did not clarify how or who could block the streets off on a temporary basis.

Referencing Section 20-1176, Commissioner Jobe asked if it was six or eight feet for the fencing. Ms. Jeske responded that the F-4 and F-5 categories had similar standards, but they correlated with landscaping standards. She noted that contractors were required to install 8-foot privacy fencing.

Commissioner Jobe questioned whether a resident could install a seven-foot fence. Ms. Jeske answered that 6.5 feet was the maximum height in residential areas.

Mr. Maass responded that the height and opacity listed were the maximum.

Ms. Jeske responded that the purpose of the section was to buffer between incompatible uses.

Referencing Section 20-645(e), Commissioner Grover asked about a five-foot setback on each side if there was no adjacent property. Mr. Maass responded that if they had two vacant lots, they always had a five-foot minimum for drainage and utility easements.

Commissioner Grover asked what would keep someone from having five-foot setbacks on each side if there are no adjacent structures. Mr. Maass stated that the total amount of home and driveway would not increase based on a setback modification.

Commissioner Soller questioned whether there was a first-mover advantage to build the first house before other structures existed.

Mr. Maass noted that the medium density was tighter lots that were detached townhomes often developed in concert with one another by a single developer. He commented that they would not propose this setback for a residential single-family setback.

Referencing Section 16-20, Commissioner Jobe asked if the container storage was related to all residents in Chanhassen or a specific subgroup. Ms. Kelley responded that it applied to all sections.

Commissioner Jobe questioned how leaving trash cans out by the garage would play into the code. Mr. Maass responded that the City Code enforcement was completed on a complaint basis only.

Referencing Section 20-905, Commissioner Soller asked about a two-car garage being required in a single-family structure. He requested additional context behind the requirement. Ms. Kelley responded that they discussed individual property rights, especially for smaller houses that might not need a two-car garage.

Mr. Maass responded that property owners might want a different number of garages, so they wanted to provide additional flexibility to property owners.

Commissioner Jobe questioned whether there were parking ordinances that would require driveways to be a certain length for cars to be parked. Mr. Maass answered that the front property line and garage required enough space to park a vehicle in addition to the driveway portion that would be public right-of-way.

Chair Noyes expressed concerns about houses that would be less desirable, as garages store things in addition to cars. He asked if there was an outside influence on this decision. He asked what other communities were doing. Mr. Maass responded that there were no outside influences on this ordinance.

Commissioner Grover asked if someone could build a home without a garage. Mr. Maass responded that he would need to ask the building official, but they did have a minimum requirement for parking. He noted that they did not allow parking on the street in the winter months.

Commissioner Soller asked if it was considered that this would allow for no garages to be built. Mr. Maass responded that the elimination of the 2-car garage requirement was not that there would be no garages. They wanted to remove the requirement to allow for different numbers of garages to be built.

Referencing Section 20-921(e), Commissioner Soller clarified that the 25 percent lot cover for shoreline management only pertained to PUDRs. Mr. Maass answered that pervious pavers were regulated in the ordinance, and they wanted the code to be consistent with the rest of the code.

Referencing Section 20-1176, Commissioner Rosengren asked about the minimum opacity of 95 percent for fencing. Ms. Jeske commented that some wood fences had small gaps, so they did not have the fencing at 100 percent opacity.

**Chair Noyes opened the public hearing. There were no public comments.**

**Chair Noyes closed the public hearing.**

Referencing Section 12-13, Commissioner Soller discussed Section C for parking and whether it was redundant. Mr. Maass responded that Section B was for a temporary section, and Section C was at the request of the sheriff's office so that they could utilize it for necessary parking citations.

Commissioner Jobe commented that it seemed redundant because of State-wide regulations. Mr. Maass answered that he would defer to the Carver County Sheriff, who requested the regulation.

Commissioner Soller questioned a sign in the library parking ramp that limited the spots for city vehicles. Mr. Maass noted that those vehicles were now parked underneath the City Hall.

Referencing Section 20-905, Commissioner Grover asked if it was necessary to add language that clarified that homes provide parking spots if they did not have a garage.

Commissioner Jobe questioned if there was nothing in the permitting process to prohibit it, it would be allowed. Mr. Maass answered that if a permit request met the City Code, the Planning Department would approve.

Commissioner Rosengren noted that it did not seem necessary to put into the City Code what would be common sense.

Commissioner Soller asked if that was the case, why would Section G exist.

**Commissioner Jobe moved, Commissioner Grover seconded that the Chanhassen Planning Commission recommends the City Council adopt the ordinance amendments as proposed. All voted in favor and the motion carried unanimously with a vote of 5 to 0.**

**APPROVAL OF MINUTES:**

**1. APPROVAL OF PLANNING COMMISSION MINUTES DATED JUNE 2, 2026**

**Commissioner Soller moved, Commissioner Rosengren seconded to approve the Chanhassen Planning Commission summary minutes dated June 2, 2026, as presented. All voted in favor, and the motion carried unanimously with a vote of 5 to 0.**

**COMMISISON PRESNETATIONS:** None.

**ADMINISTRATIVE PRESENTATIONS:**

Mr. Maass noted that the City Council would meet with Avienda developers for a work session on July 8, 2026, and anticipated a Planned Unit Development Amendment within four to six weeks, and a grocer after this was received.

He said that the 2050 Comprehensive Plan Community Engagement started at various events, and the project webpage was available on the website. Stakeholders would be identified for an interview in July. He discussed the two Think Tank events and the Future Summit for the 2050 Comprehensive Plan discussion.

He commented that the Harlow Building was anticipated to open in December 2026, and the Bennett Building was anticipated to open for renters in the summer of 2027.

Commissioner Soller asked if the timeline for those buildings was similar to the commercial timelines. Mr. Maass noted that the city's lever was the certificate of occupancy for each space and that the commercial spaces still needed to be built out by individual tenants.

Mr. Maass commented that Samantha DiMaggio, Economic Development Manager, would depart the city staff on Friday.

Commissioner Soller asked about the timeline for the Civic Campus. Mr. Maass responded that he would get an updated timeline to provide to the Planning Commission.

**CORRESPONDENCE DISCUSSION:** None.

**OPEN DISCUSSION:** None.

**ADJOURNMENT:**

**Commissioner Jobe moved, Commissioner Rosengren seconded to adjourn the meeting. All voted in favor and the motion carried unanimously with a vote of 5 to 0. The Planning Commission meeting was adjourned at 7:12 p.m.**

Submitted by Eric Maass
Community Development Director

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Receive Environmental Commission Minutes dated July 8, 2026 | |
| **File No.** | | **Item No:** D.4 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Amy Weidman, Senior Admin Support Specialist | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>"The Chanhassen City Council receives Environmental Commission Minutes dated July 8, 2026." | |
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

Environmental Commission minutes July 8, 2026

**Chanhassen Environmental Commission (EC)**
**6:00 pm**
**July 8 2026**

**Members Present:** Chair Scott Grefe, Vice Chair John Stutzman, Paul Granos, Mary Humphreys, Sidney Lindmark, Paget Pengelly, Glenn Stolar

**Members Absent:** Tanvi Akuthota

**Staff Present:** Jamie Marsh, Environmental Resource Specialist

**Visitors:** None.

**Call to Order**
The meeting was called to order at 6:02 p.m.

**Approval of Minutes**
The commissioners reviewed the minutes. Commissioner Lindmark motioned to approve the minutes, and Commissioner Pengelly seconded. The motion passed 7-0, and the June 10, 2026 minutes were approved.

**Visitor Presentations:** None.

**Discussion Items**

**D.1 July 3rd Business Expo Recap**
The Commissioners shared that they received positive feedback and had great conversations with residents regarding questions about bins. An idea for next year was proposed to have an expert in the field in attendance to answer more questions.
Chair Grefe thanked the Commissioners for attending and helping during the event.

**D.2. Environmental Trivia Night Finalize Plan**
Jamie Marsh, Environmental Resource Specialist, reviewed the plans in place for Trivia Night at Hackamore Brewing Company. All the commissioners are signed up for roles to run the event.

**D.3 Environmental Academy Updates**
The Environmental Commission hopes to plan a tour of the facility but inviting them to present at Chanhassen City Hall could work as an alternate plan.
Ms. Marsh is meeting with Camp Fire MN to discuss dates for a walk on their grounds. She is still researching possible EAB and wood waste topic presenters.

**Commission Presentations**: None.

**Upcoming Items and Events**:

**F.1. Environmental Commission Seeking Youth Commissioner**
The seat currently filled by Commissioner Akuthota is being advertised for the next term. Applications are due by the end of the month. The Commission raised some questions on age and the potential for advertising directly with the schools.

## Adjournment

Commissioner Stolar moved to adjourn the meeting, and Commissioner Stutzman seconded. The motion was carried 7-0, and the meeting adjourned at 6:46 p.m.

Minutes prepared by Amy Weidman, Senior Administrative Support Specialist

Minutes Submitted by Jamie Marsh, Environmental Resource Specialist

# City Council Item

September 28, 2026

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|---|---|---|
| **Item** | Receive Park and Recreation Commission Special Work Session Minutes dated July 23, 2026 | |
| **File No.** | | **Item No:** D.5 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Desiree Ruppert, Admin Support Specialist | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

"The Chanhassen City Council receives the Park and Recreation Commission Special Work Session minutes dated July 23, 2026."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

07.23.2026 Park and Recreation Commission Special WS Minutes

**CHANHASSEN PARK AND**
**RECREATION COMMISSION**
**SPECIAL WORK SESSION**
**MINUTES**
**JULY 23, 2026**

**MEMBERS PRESENT:** Emily Nagel, Clara Christenson

**MEMBERS ABSENT:** N/A

**STAFF PRESENT:** Priya Wall, Recreation Manager

**PUBLIC PRESENT:**

**SPECIAL MEETING TO DISCUSS CIVIC CAMPUS GRAND OPENING:**

The sub-committee received an update that construction of the Civic Campus space continues to experience delays, and no confirmed completion date has been established. Commissioners discussed that as a result, the originally proposed August 24-28 dates for Grand Opening events are no longer feasible. Additionally, without an accurate completion timeline available for the space, the sub-committee discussed that it is not practical to propose alternative event dates at this time.

Due to the uncertain project completion schedule and current inability to plan new dates, the sub-committee recommends that all sub-committee activities, including meetings, be paused at this time. Once a reliable anticipated completion date of all key amenities is available, sub-committee recommends that the Parks and Recreation Commission re-evaluate whether to reconvene the sub-committee.

Staff noted that in internal discussions of potential Grand Opening events, staff will utilize the proposal developed by the sub-committee as a guiding resource.

The sub-committee discussed that if future Parks and Recreation Commission sub-committees are established, having three (3) active Commissioners serve as sub-committee members would be critical to sub-committee success. The sub-committee does not recommend establishing any new sub-committees with less than three (3) active Commissioners.

Submitted by Jerry Ruegemer
Park and Recreation Director

# City Council Item

September 28, 2026

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|---|---|---|
| **Item** | Receive Park and Recreation Commission Minutes dated July 28, 2026 | |
| **File No.** | | **Item No:** D.6 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Desiree Ruppert, Admin Support Specialist | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>"The Chanhassen City Council receives the Park and Recreation Commission minutes dated July 28, 2026." | |
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

07.28.2026 Parks and Recreation Commission Minutes

**CHANHASSEN PARK AND**
**RECREATION COMMISSION**
**REGULAR MEETING**
**MINUTES**
**JULY 28, 2026**

**Vice Chair Morgan called the meeting to order at 6:12 p.m.**

**MEMBERS PRESENT:** Sean Morgan; Kristin Fulkerson; Emily Nagel; Kurt Scheppmann; Zach Wittl; Erick Hanson; Clara Christenson, youth.

**MEMBERS ABSENT:** Mike Leisen, Chair

**STAFF PRESENT:** Jerry Ruegemer, Park and Recreation Director; Priya Wall, Recreation Manager

**PUBLIC PRESENT:** None.

**APPROVAL OF AGENDA: Commissioner Fulkerson moved, Youth Commissioner Christenson seconded to approve the agenda as presented. All voted in favor and the motion carried unanimously with a vote of 7 to 0.**

**PUBLIC ANNOUNCEMENTS:** None.

**VISITOR PRESENTATIONS:** None.

**APPROVAL OF MINUTES:**

**1. Approve Park & Recreation Minutes dated June 23, 2026**

**Commissioner Wittl moved, Commissioner Scheppmann seconded to approve the minutes as presented. All voted in favor and the motion carried unanimously with a vote of 7 to 0.**

**GENERAL BUSINESS:**

**1. 2027 Park Renovation Fund Priority Discussion**

Jerry Ruegemer, Park and Recreation Director, discussed the need to identify and prioritize upcoming park projects. He reviewed the Park Renovation Fund outlook from 2026-2033 and noted that the 2027 fund will include a dedicated allocation of $120,000. He also outlined upcoming playground replacement timelines based on the equipment's estimated 25-year lifespan, stating that Bandimere Community Park is already past the recommended 2025

replacement year, two parks are scheduled for replacement in 2029, and six parks will need replacement in 2030. He then summarized the previously discussed renovation options below.

- Replace 3-5 50' x 50' aging basketball court pads (Bandimere Heights, Chan Hills, Stone Creek, Riley Ridge)
- Repair/repaint the Roundhouse pickleball courts
- Replace or repair backstops in neighborhood parks (Rice Marsh, Meadow Green, Pheasant Hills, Sunset Ridge, Chan Hills)
- Replace rubber mats with concrete tee box pads at Bandimere Disc Golf Course
- Reconstruct three ballfields at Bandimere Park
- Install shade umbrellas at Lake Ann Beach
- Replace fencing at the Olson Community Garden
- Replace the dock at South Lotus Boat Landing
- Extend the outfield fence height at Lake Ann ballfield #6
- Replace the outfield fence at Lake Ann Park
- Remodel the Lake Susan bathroom facility
- Replace playground equipment as needed

Commissioners expressed concern about the number of parks nearing end of life and the cost of replacing aging playgrounds. Mr. Ruegemer clarified that although playgrounds have a designated 25-year lifespan, replacement can be deferred depending on the condition of the equipment for a short period of time. Commissioners discussed staggering playground replacement schedules to balance annual costs, nothing that one replacement per year would be ideal if conditions allow.

Commissioner Morgan asked whether all listed projects fall under the Park Renovation Fund or if other funding sources are available. Mr. Ruegemer confirmed that all projects fall under the Park Renovation Fund. Commissioner Morgan expressed concern about spending 2026/2027 dollars when 2029/2030 playground replacements are looming. He asked if deferring 2027 dollars towards future needs is an option and Mr. Ruegemer stated it is. Commissioner Hanson asked whether projects could be moved forward due to need or extenuating circumstances and Mr. Ruegemer responded that accelerating projects is much more difficult than deferring them.

Commissioner Wittl asked whether Park Dedication Fund money can be used for presented maintenance items or new development only. Mr. Ruegemer clarified that Park Dedication Funds may only be used for new development, not maintenance on existing equipment. He noted that recent funds are being allocated to the Chanhassen Community Center project but there may be available funds in the future for new development.

Commissioner Nagel requested two scenarios for 2027: one if excess dollars from the Lake Ann Park Preserve project can be used for park renovation projects and one if excess dollars cannot be used.

Commissioner Fulkerson asked whether individual-year allocations could be saved for future projects. For example, directing 2027 dollars towards a future lighting upgrade at Lake Ann Park as she has heard significant feedback about the insufficiency of the existing lights.

Commissioners discussed their concern about aging infrastructure and limited funding. Commissioner Scheppman asked whether this information has been presented to the City Council and how funding levels might be increased. He recommended presenting an inventory with images of aging assets to the City Council showing these amenities are at or near end of life. Mr. Ruegemer stated that information has been presented to the City Council. Commissioner Scheppman also asked whether special tax assessments have ever been used to fund neighborhood playgrounds. Mr. Ruegemer clarified that they have not and noted that legislative requirements may apply.

Commissioner Hanson recommended strategically timing projects around anticipated cost increases. He also asked whether parks are ever upscaled or downscaled based on community needs and whether resources exist such as maps, population data or housing density to compare park needs at the time of construction versus today.

Commissioners discussed if it would be beneficial to gather additional feedback from the community and staff regarding community priorities before making decisions. Since all discussions will occur during regularly scheduled meetings, commissioners should bring their completed priorities worksheets including any non-playground items to the next meeting.

Youth Commissioner Christenson asked whether refurbishing the permanent restrooms at Lake Ann Park would fall under the Park Renovation Fund as they receive significant traffic.

## REPORTS:

### 1. 2026 4th of July Celebration Evaluation

Priya Wall, Recreation Manager, provided a recap of the 2026 4th of July Celebration and related events. It is estimated that more than 70,000 people enjoyed at least one aspect of this year's three-day celebration.

Activities included Movie in the Park (sponsored by Xfinity), the carnival, kiddie parade decorating (sponsored by kiddywampus), magic show, face painting/wacky hair/tattoos, beer garden (presented by the Rotary), Minnesota Twins youth baseball clinic (presented by the Minnesota Twins), permanent jewelry, Business Expo (presented by SouthWest Metro Chamber of Commerce), kiddie games, kiddie parade, Chalk-It-Up drawing contest, Taste of Chanhassen (presented by the Rotary), adult and kids fishing contests, sand sculpture contest, medallion hunt, face painting, classic car show (presented by the Rotary), bingo (presented by Commission on

Aging), parade and historic plane flyover (produced by the Rotary), live music and the street dance. Fireworks were delayed until July 23rd.

Event components in 2027 may be relocated, adjusted, retired or replaced with new activities to fit within the new civic campus space.

**COMMISSION MEMBER COMMITTEE REPORTS:**

**1. Civic Campus Sub-Committee Update**

Commissioner Christenson provided an update that construction of the Civic Campus space continues to experience delays and no confirmed completion date has been established. As a result, the originally proposed August 24-28 dates for Grand Opening events are no longer feasible. Additionally, without an accurate completion timeline available for the space, it is not practical to propose alternative event dates at this time.

Due to the uncertain project completion schedule and current inability to plan new dates, the sub-committee recommends that all sub-committee activities, including meetings, be paused at this time. Once a reliable anticipated completion date of all key amenities is available, sub-committee recommends that the Parks and Recreation Commission re-evaluate whether to reconvene the sub-committee.

Staff noted that in internal discussions of potential Grand Opening events, staff will utilize the proposal developed by the sub-committee as a guiding resource.

The sub-committee also recommends that future Parks and Recreation Commission sub-committees have 3 active Commissioners serve as sub-committee members to ensure sub-committee success. The sub-committee does not recommend establishing any new sub-committees with less than 3 active Commissioners.

**COMMISSION MEMBER PRESENTATIONS:** None.

**ADMINISTRATIVE PRESENTATIONS:** None.

**ADJOURNMENT:**

**Commissioner Scheppmann moved, Commissioner Fulkerson seconded to adjourn the meeting. All voted in favor and the motion carried unanimously with a vote of 7 to 0. The Park and Recreation Commission meeting was adjourned at 7:40 p.m.**

Submitted by Jerry Ruegemer
Park and Recreation Director

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Approve Claims Paid dated September 28, 2026 | |
| **File No.** | | **Item No:** D.7 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Danielle Washburn, Assistant Finance Director | |
| **Reviewed By** | Kelly Grinnell | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>"The Chanhassen City Council Approves Claims Paid dated September 28, 2026." | |
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Financial Sustainability |

## SUMMARY

## BACKGROUND

## DISCUSSION

The following claims are submitted for review and approval on September 28, 2026:

Total Claims $2,566,344.71

## BUDGET

## RECOMMENDATION

**ATTACHMENTS**

Payment Summary

Payment Detail

# Accounts Payable

## Checks by Date - Summary

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| Acco Brands Direct | 07/16/2026 | 0.00 | 513.88 |
| Alert-All Corp | 07/16/2026 | 0.00 | 198.00 |
| Amazon | 07/16/2026 | 0.00 | 5,081.15 |
| American Legion | 07/16/2026 | 0.00 | 146.32 |
| American Water Works Association | 07/16/2026 | 0.00 | 520.00 |
| Apple.com | 07/16/2026 | 0.00 | 33.65 |
| Association of MN Emergency Managers | 07/16/2026 | 0.00 | 200.00 |
| Batteries Plus | 07/16/2026 | 0.00 | 181.70 |
| Best Buy | 07/16/2026 | 0.00 | 349.99 |
| Bitly, Inc | 07/16/2026 | 0.00 | 35.00 |
| BravO! National Dance & Talent Competition | 07/16/2026 | 0.00 | 9,472.93 |
| BS&A Software | 07/16/2026 | 0.00 | 1,500.00 |
| Call-Em-All | 07/16/2026 | 0.00 | 36.00 |
| Canva | 07/16/2026 | 0.00 | 134.99 |
| Carambamex | 07/16/2026 | 0.00 | 78.02 |
| Carver County Environmental Center | 07/16/2026 | 0.00 | 47.50 |
| Chairliving | 07/16/2026 | 0.00 | 1,137.17 |
| Chat GPT | 07/16/2026 | 0.00 | 20.00 |
| Chick-Fil-A | 07/16/2026 | 0.00 | 186.57 |
| Circle K | 07/16/2026 | 0.00 | 3.19 |
| Cossetta | 07/16/2026 | 0.00 | 59.55 |
| Crisp & Green | 07/16/2026 | 0.00 | 271.11 |
| Cub Foods | 07/16/2026 | 0.00 | 318.56 |
| Cup Bop | 07/16/2026 | 0.00 | 36.07 |
| Delta Airlines | 07/16/2026 | 0.00 | 88.00 |
| Digi Key | 07/16/2026 | 0.00 | 156.28 |
| Domino's Pizza | 07/16/2026 | 0.00 | 210.10 |
| Edgetek Hockey | 07/16/2026 | 0.00 | 322.25 |
| Epic Event Rental | 07/16/2026 | 0.00 | 776.82 |
| Excelsior Motor Vehicle | 07/16/2026 | 0.00 | 10.73 |
| Facebook | 07/16/2026 | 0.00 | 15.60 |
| First Watch | 07/16/2026 | 0.00 | 57.35 |
| Fleet Farm | 07/16/2026 | 0.00 | 105.00 |
| Fusion | 07/16/2026 | 0.00 | 39.00 |
| Gertens | 07/16/2026 | 0.00 | 2,647.05 |
| Granicus | 07/16/2026 | 0.00 | 9,468.43 |
| GVT Tire & Auto | 07/16/2026 | 0.00 | 68.05 |
| Home Depot | 07/16/2026 | 0.00 | 1,974.63 |
| Hope Breakfast Bar | 07/16/2026 | 0.00 | 22.77 |
| ICMA | 07/16/2026 | 0.00 | 175.00 |
| IMPARK | 07/16/2026 | 0.00 | 67.26 |
| In-N-Out Burger | 07/16/2026 | 0.00 | 23.24 |
| JoinHomeBase.Com | 07/16/2026 | 0.00 | 30.00 |
| Jules' Bistro | 07/16/2026 | 0.00 | 77.49 |

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| Kwik Trip | 07/16/2026 | 0.00 | 96.45 |
| Lunds & Byerly's | 07/16/2026 | 0.00 | 85.74 |
| Lyft | 07/16/2026 | 0.00 | 98.10 |
| Med Box Grill | 07/16/2026 | 0.00 | 9.78 |
| Menards | 07/16/2026 | 0.00 | 270.40 |
| Merlins Ace Hardware | 07/16/2026 | 0.00 | 23.90 |
| Metropolitan Council Enviromental Services | 07/16/2026 | 0.00 | 20,000.00 |
| Minnesota Trophies & Gifts | 07/16/2026 | 0.00 | 12.50 |
| MN Board of AELSLAGID | 07/16/2026 | 0.00 | 122.50 |
| MN Board of Firefighter Training & Education | 07/16/2026 | 0.00 | 900.00 |
| MN Dept of Agriculture | 07/16/2026 | 0.00 | 104.70 |
| MN Dept of Labor and Industry | 07/16/2026 | 0.00 | 85.00 |
| Moiswell | 07/16/2026 | 0.00 | 707.48 |
| Muck Boot Company | 07/16/2026 | 0.00 | 180.00 |
| Municipal Clerk and Finance Officers | 07/16/2026 | 0.00 | 50.00 |
| Name Tag Inc | 07/16/2026 | 0.00 | 25.50 |
| Northstar Companies | 07/16/2026 | 0.00 | 920.82 |
| Office Max/Office Depot | 07/16/2026 | 0.00 | 64.32 |
| Organic Recycling | 07/16/2026 | 0.00 | 975.00 |
| Panera Bread | 07/16/2026 | 0.00 | 130.64 |
| Patrick McGovern's | 07/16/2026 | 0.00 | 74.86 |
| Potbelly Sandwich Shop | 07/16/2026 | 0.00 | 191.73 |
| PTR Electronics LLC | 07/16/2026 | 0.00 | 100.00 |
| PumpAlarm.com | 07/16/2026 | 0.00 | 49.99 |
| Renaissance Hotels | 07/16/2026 | 0.00 | 1,112.52 |
| Scotchman Industries Inc | 07/16/2026 | 0.00 | 217.54 |
| Smartpress.com | 07/16/2026 | 0.00 | 167.81 |
| Spark Hire Inc | 07/16/2026 | 0.00 | 2,691.00 |
| Stampli | 07/16/2026 | 0.00 | 1,362.00 |
| Sticker Mule | 07/16/2026 | 0.00 | 88.19 |
| Sun Country | 07/16/2026 | 0.00 | 502.48 |
| Target | 07/16/2026 | 0.00 | 616.80 |
| The Business Journal | 07/16/2026 | 0.00 | 230.00 |
| The Mustard Seed | 07/16/2026 | 0.00 | 111.99 |
| The O.G. Coffee & Wine Bar | 07/16/2026 | 0.00 | 28.17 |
| Thirsty Lion | 07/16/2026 | 0.00 | 58.71 |
| U of M Contlearning | 07/16/2026 | 0.00 | 225.00 |
| Uline.com | 07/16/2026 | 0.00 | 294.89 |
| US Bank Rebate | 07/16/2026 | 0.00 | -3,405.86 |
| Weed Man | 07/16/2026 | 0.00 | 1,593.75 |
| Worden Safety & Chocks | 07/16/2026 | 0.00 | 154.91 |
| WSU Tech | 07/16/2026 | 0.00 | 25.00 |
| Zantigo | 07/16/2026 | 0.00 | 46.34 |
| Zoom | 07/16/2026 | 0.00 | 104.52 |
| ALL AMERICAN TITLE COMPANY LLC | 09/09/2026 | 0.00 | 73.50 |
| ATTORNEY'S TITLE GROUP LLC | 09/09/2026 | 0.00 | 12.89 |
| BURNET TITLE | 09/09/2026 | 0.00 | 17.42 |
| BURNET TITLE | 09/09/2026 | 0.00 | 8.31 |
| BURNET TITLE | 09/09/2026 | 0.00 | 166.63 |
| CARMEN HUESMAN | 09/09/2026 | 0.00 | 52.59 |
| CENTERPOINT ENERGY MINNEGASCO | 09/09/2026 | 0.00 | 25.06 |
| CHRISTO & JENNIFER STAVROU | 09/09/2026 | 0.00 | 122.41 |
| DIANE & BRETT HEISLER | 09/09/2026 | 0.00 | 57.22 |

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| EDINA REALTY TITLE | 09/09/2026 | 0.00 | 29.78 |
| EMILY & KYLE HUSKEY | 09/09/2026 | 0.00 | 62.11 |
| Enterprise FM Trust | 09/09/2026 | 0.00 | 37,826.60 |
| ESQUIRE TITLE SERVICE LLC | 09/09/2026 | 0.00 | 102.35 |
| EXECUTIVE TITLE OF MINNESOTA | 09/09/2026 | 0.00 | 53.17 |
| FIRST AMERICAN TITLE INSURANCE COMPANY | 09/09/2026 | 0.00 | 59.60 |
| FLEX TITLE COMPANY LLC | 09/09/2026 | 0.00 | 39.56 |
| GoTo Communications Inc | 09/09/2026 | 0.00 | 3,023.03 |
| JAMES HAGEN | 09/09/2026 | 0.00 | 39.99 |
| JASON & ELISSA BEACH | 09/09/2026 | 0.00 | 31.73 |
| KEVIN & NATALIE FINK | 09/09/2026 | 0.00 | 114.37 |
| LITTLE TREE PROPERTIES LLC | 09/09/2026 | 0.00 | 58.23 |
| LUCILLE SCHAEFER | 09/09/2026 | 0.00 | 9.29 |
| MARIE A DOBBINS LAMERE | 09/09/2026 | 0.00 | 100.00 |
| MARK & SARAH CALVIN | 09/09/2026 | 0.00 | 158.09 |
| Metronet Holdings, LLC | 09/09/2026 | 0.00 | 106.59 |
| MINNETONKA TITLE | 09/09/2026 | 0.00 | 105.20 |
| PILLAR TITLE SERVICES | 09/09/2026 | 0.00 | 181.35 |
| RANDAL SCOTT & BRECK MARIE STORTS | 09/09/2026 | 0.00 | 37.92 |
| SCOTT & CHRISTINE KHWAJA | 09/09/2026 | 0.00 | 217.90 |
| SEBASTIAN ORTIZ DURAN GOCHICOA | 09/09/2026 | 0.00 | 29.44 |
| Taylor Andres | 09/09/2026 | 0.00 | 580.00 |
| THE ESTATE OF WENDY J. EVENSON | 09/09/2026 | 0.00 | 60.42 |
| THE TITLE GROUP INC | 09/09/2026 | 0.00 | 94.03 |
| THE TITLE GROUP INC | 09/09/2026 | 0.00 | 148.67 |
| THE TRUST OF WILLIAM & KERI STELLE | 09/09/2026 | 0.00 | 66.37 |
| TITLESMART INC | 09/09/2026 | 0.00 | 64.46 |
| WATERMARK TITLE AGENCY | 09/09/2026 | 0.00 | 27.68 |
| XCEL ENERGY INC | 09/09/2026 | 0.00 | 2,087.05 |
| ZACHARY BEAUDET | 09/09/2026 | 0.00 | 109.43 |
| Bridget & Brett Williams | 09/10/2026 | 0.00 | 500.00 |
| Carver County | 09/10/2026 | 0.00 | 1,625.00 |
| Carver County Parks | 09/10/2026 | 0.00 | 874.00 |
| Cintas Corporation No. 2 | 09/10/2026 | 0.00 | 208.95 |
| City of Bloomington | 09/10/2026 | 0.00 | 1,088.00 |
| Continua Interiors of Minnesota LLC | 09/10/2026 | 0.00 | 32,428.47 |
| CORE & MAIN LP | 09/10/2026 | 0.00 | 154.75 |
| ECM PUBLISHERS INC | 09/10/2026 | 0.00 | 41.00 |
| Environmental Equipment & Services Inc | 09/10/2026 | 0.00 | 152.20 |
| Ferguson Waterworks #2518 | 09/10/2026 | 0.00 | 5,080.62 |
| FORCE AMERICA INC | 09/10/2026 | 0.00 | 522.44 |
| GMH ASPHALT CORP | 09/10/2026 | 0.00 | 1,191,208.11 |
| GREEN MEADOWS INC | 09/10/2026 | 0.00 | 507.29 |
| HAWKINS CHEMICAL | 09/10/2026 | 0.00 | 7,560.31 |
| KUSSKE CONSTRUCTION COMPANY | 09/10/2026 | 0.00 | 16,765.03 |
| LEAGUE OF MN CITIES INS TRUST | 09/10/2026 | 0.00 | 2,094.93 |
| Master Electric Co. Inc. | 09/10/2026 | 0.00 | 1,900.00 |
| Metropolitan Council, Env Svcs | 09/10/2026 | 0.00 | 17,221.05 |
| MN DEPT OF LABOR AND INDUSTRY | 09/10/2026 | 0.00 | 4,442.31 |
| MN DEPT OF TRANSPORTATION | 09/10/2026 | 0.00 | 3,615.10 |
| NAPA AUTO & TRUCK PARTS | 09/10/2026 | 0.00 | 685.26 |
| Normandale Center for Healing & Wholeness | 09/10/2026 | 0.00 | 120.00 |
| Northstar Companies | 09/10/2026 | 0.00 | 128.00 |

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| NORTHWEST ASPHALT INC | 09/10/2026 | 0.00 | 308,328.69 |
| NOVEL SOLAR THREE, LLC | 09/10/2026 | 0.00 | 12,237.86 |
| Ouverson Sewer and Water | 09/10/2026 | 0.00 | 6,000.00 |
| Rent N Save Portable Services | 09/10/2026 | 0.00 | 5,505.20 |
| Senja Inc | 09/10/2026 | 0.00 | 173.60 |
| Springbrook | 09/10/2026 | 0.00 | 411.20 |
| Taylor Electric Company, LLC | 09/10/2026 | 0.00 | 9,785.00 |
| TBEI, Inc | 09/10/2026 | 0.00 | 61,000.00 |
| USA BLUE BOOK | 09/10/2026 | 0.00 | 5,544.53 |
| WSB & ASSOCIATES INC | 09/10/2026 | 0.00 | 9,286.80 |
| Zoho Corporation | 09/10/2026 | 0.00 | 6,340.00 |
| CARVER COUNTY LICENSE CENTER | 09/16/2026 | 0.00 | 13,015.83 |
| CenturyLink | 09/16/2026 | 0.00 | 64.00 |
| Heidi's Freelance Art | 09/16/2026 | 0.00 | 337.50 |
| Metronet Holdings, LLC | 09/16/2026 | 0.00 | 56.65 |
| MN DEPT OF HEALTH | 09/16/2026 | 0.00 | 33,377.00 |
| MN VALLEY ELECTRIC COOP | 09/16/2026 | 0.00 | 425.38 |
| Stephen Viel | 09/16/2026 | 0.00 | 7,100.00 |
| XCEL ENERGY INC | 09/16/2026 | 0.00 | 2,530.34 |
| Ador LLC | 09/17/2026 | 0.00 | 1,500.00 |
| All Truck & Trailer Parts | 09/17/2026 | 0.00 | 177.47 |
| Amy Rukavina | 09/17/2026 | 0.00 | 500.00 |
| Amy Vogel | 09/17/2026 | 0.00 | 150.00 |
| ARAMARK Refreshment Services, LLC | 09/17/2026 | 0.00 | 150.00 |
| BOLTON & MENK INC | 09/17/2026 | 0.00 | 55,356.50 |
| BOUND TREE MEDICAL LLC | 09/17/2026 | 0.00 | 2,389.48 |
| CAMPION BARROW & ASSOCIATES | 09/17/2026 | 0.00 | 590.00 |
| CEMSTONE PRODUCTS CO | 09/17/2026 | 0.00 | 817.75 |
| CITY OF CHASKA | 09/17/2026 | 0.00 | 1,179.36 |
| CM2 Supply | 09/17/2026 | 0.00 | 150.47 |
| CROWN COLLEGE | 09/17/2026 | 0.00 | 750.00 |
| Dan Hennen | 09/17/2026 | 0.00 | 75.00 |
| DEM-CON LANDFILL | 09/17/2026 | 0.00 | 3,313.69 |
| Diversified Plumbing and Heating Inc | 09/17/2026 | 0.00 | 730.55 |
| DocuSign | 09/17/2026 | 0.00 | 5,734.00 |
| ECM PUBLISHERS INC | 09/17/2026 | 0.00 | 82.00 |
| EHLERS & ASSOCIATES INC | 09/17/2026 | 0.00 | 4,443.75 |
| Erin Olson | 09/17/2026 | 0.00 | 500.00 |
| Fully Involved | 09/17/2026 | 0.00 | 1,500.00 |
| GONYEA HOMES | 09/17/2026 | 0.00 | 7,076.00 |
| GoodPointe Technology, LLC | 09/17/2026 | 0.00 | 11,831.55 |
| GOPHER STATE ONE-CALL INC | 09/17/2026 | 0.00 | 1,306.80 |
| H & L Mesabi | 09/17/2026 | 0.00 | 574.00 |
| HALLOCK COMPANY | 09/17/2026 | 0.00 | 581.37 |
| Hartman Companies | 09/17/2026 | 0.00 | 3,459.00 |
| HAWKINS CHEMICAL | 09/17/2026 | 0.00 | 7,878.49 |
| Health Strategies | 09/17/2026 | 0.00 | 281.00 |
| HealthPartners, Inc. | 09/17/2026 | 0.00 | 104,541.59 |
| I & S Group, Inc | 09/17/2026 | 0.00 | 10,105.00 |
| Imperial Brady | 09/17/2026 | 0.00 | 41.91 |
| John Vavrin | 09/17/2026 | 0.00 | 350.00 |
| Juli Al-Hilwani | 09/17/2026 | 0.00 | 450.00 |
| KREMER SERVICES | 09/17/2026 | 0.00 | 1,469.35 |

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| Kurilla Contracting Company | 09/17/2026 | 0.00 | 31,279.94 |
| Lano Equipment | 09/17/2026 | 0.00 | 70.40 |
| LEAGUE OF MN CITIES INS TRUST | 09/17/2026 | 0.00 | 53,128.00 |
| Lockridge Grindal Nauen P.L.L.P | 09/17/2026 | 0.00 | 3,333.33 |
| Macqueen Emergency Group | 09/17/2026 | 0.00 | 164.23 |
| MERLINS ACE HARDWARE | 09/17/2026 | 0.00 | 464.18 |
| METROPOLITAN COUNCIL | 09/17/2026 | 0.00 | 264,887.91 |
| Metropolitan Council, Env Svcs | 09/17/2026 | 0.00 | 3,471.30 |
| Minnesota Roadways Co | 09/17/2026 | 0.00 | 461.00 |
| MN STATE FIRE CHIEFS ASSOC. | 09/17/2026 | 0.00 | 725.00 |
| NAPA AUTO & TRUCK PARTS | 09/17/2026 | 0.00 | 405.80 |
| North American Safety, Inc. | 09/17/2026 | 0.00 | 960.00 |
| NvoicePay | 09/17/2026 | 0.00 | 764.64 |
| O'Reilly Automotive Inc | 09/17/2026 | 0.00 | 70.77 |
| Pinnacle Pest Control | 09/17/2026 | 0.00 | 1,175.00 |
| POMP'S TIRE SERVICE INC | 09/17/2026 | 0.00 | 955.36 |
| PRECISE MRM LLC | 09/17/2026 | 0.00 | 357.00 |
| Precision Utilities | 09/17/2026 | 0.00 | 6,653.50 |
| Premium Waters, Inc | 09/17/2026 | 0.00 | 4.38 |
| Pro-Tree Outdoor Services | 09/17/2026 | 0.00 | 9,215.09 |
| Rain for Rent | 09/17/2026 | 0.00 | 4,484.50 |
| River's Edge Concrete | 09/17/2026 | 0.00 | 745.00 |
| ROADKILL ANIMAL CONTROL | 09/17/2026 | 0.00 | 129.00 |
| SCOTT NELSON COACHING INC | 09/17/2026 | 0.00 | 900.00 |
| Sports Facilities Companies LLC | 09/17/2026 | 0.00 | 45,000.00 |
| Ted Hanna | 09/17/2026 | 0.00 | 500.00 |
| TimeSaver Off Site Secretarial, Inc | 09/17/2026 | 0.00 | 178.00 |
| Tuff Shed, Inc. | 09/17/2026 | 0.00 | 500.00 |
| Waste Management of Minnesota, Inc | 09/17/2026 | 0.00 | 1,958.62 |
| West Bay Homes LLC | 09/17/2026 | 0.00 | 2,500.00 |
| WSB & ASSOCIATES INC | 09/17/2026 | 0.00 | 15,751.00 |
| WW GRAINGER INC | 09/17/2026 | 0.00 | 111.27 |
| | Report Total: | 0.00 | 2,566,344.71 |

# AP
## Check Detail

User: dwashburn@chanhassenmn.gov
Printed: 9/18/2026 10:26:41 AM

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Acco Brands Direct | 101-1120-4110 | 513.88 | 7/16/2026 | 2 Laminator Rolls - Sales Tax Charged (credited later) |
| | | 513.88 | 7/16/2026 | |
| Acco Brands Direct | | 513.88 | | |
| Ador LLC | 101-0000-2073 | 1,500.00 | 9/17/2026 | Erosion escrow 3627 Red Cedar Point Rd #720348 |
| | | 1,500.00 | 9/17/2026 | |
| Ador LLC | | 1,500.00 | | |
| Alert-All Corp | 101-1220-4144 | 198.00 | 7/16/2026 | CRR Handouts |
| | | 198.00 | 7/16/2026 | |
| Alert-All Corp | | 198.00 | | |
| Al-Hilwani Juli | 101-1539-4343 | 150.00 | 9/17/2026 | Beginner & Beyond Beginner 9/11 |
| Al-Hilwani Juli | 101-1530-4347 | 300.00 | 9/17/2026 | 10 Pack: Koestler |
| | | 450.00 | 9/17/2026 | |
| Al-Hilwani Juli | | 450.00 | | |
| ALL AMERICAN TITLE COMPANY LLC | 701-0000-2020 | 37.54 | 9/9/2026 | Refund Check 019024-000, 181 CASCADE COURT |
| ALL AMERICAN TITLE COMPANY LLC | 700-0000-2020 | 1.61 | 9/9/2026 | Refund Check 019024-000, 181 CASCADE COURT |
| ALL AMERICAN TITLE COMPANY LLC | 700-0000-2020 | 17.69 | 9/9/2026 | Refund Check 019024-000, 181 CASCADE COURT |
| ALL AMERICAN TITLE COMPANY LLC | 720-0000-2020 | 16.66 | 9/9/2026 | Refund Check 019024-000, 181 CASCADE COURT |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 73.50 | 9/9/2026 | |
| ALL AMERICAN TITLE COMPANY LLC | | 73.50 | | |
| All Truck & Trailer Parts | 101-1370-4140 | 177.47 | 9/17/2026 | brakes |
| | | 177.47 | 9/17/2026 | |
| All Truck & Trailer Parts | | 177.47 | | |
| Amazon | 101-1320-4150 | 9.23 | 7/16/2026 | PW Facial Tissues |
| Amazon | 101-1560-4130 | 103.52 | 7/16/2026 | Bingo cards |
| Amazon | 101-1530-4120 | 149.99 | 7/16/2026 | Fitness instructor headset |
| Amazon | 101-1560-4120 | 14.29 | 7/16/2026 | Shoulder rest for office phone Approve by Mel from IT |
| Amazon | 700-0000-4240 | 256.75 | 7/16/2026 | Sewer/Water glove restock |
| Amazon | 101-1160-4530 | 8.86 | 7/16/2026 | camera protectors for cell phones |
| Amazon | 101-1120-4110 | 87.70 | 7/16/2026 | Office Supplies (pens post it notes cardstock) |
| Amazon | 101-1600-4130 | 14.44 | 7/16/2026 | Spiral Notebook |
| Amazon | 101-1120-4110 | 43.47 | 7/16/2026 | Office Supplies (pens post it notes) |
| Amazon | 101-1620-4130 | 37.80 | 7/16/2026 | Tissue Paper/Beads/String for bracelets/Jewerly Kit |
| Amazon | 101-1420-4120 | 32.43 | 7/16/2026 | Community Engagement Table Cloths |
| Amazon | 101-1120-4110 | 44.89 | 7/16/2026 | BlackToner_HPOfficeJet8600 |
| Amazon | 101-1160-4132 | 37.96 | 7/16/2026 | K Salihovic monitor stand |
| Amazon | 101-1160-4132 | 7.96 | 7/16/2026 | Samsung Galaxy S25 Screen Protector |
| Amazon | 101-1550-4120 | 36.00 | 7/16/2026 | Flush out line strainer |
| Amazon | 720-0000-4260 | 21.94 | 7/16/2026 | safe pond inspections - life jacket CO2 cartridges |
| Amazon | 101-1220-4260 | 13.98 | 7/16/2026 | Packing Tape |
| Amazon | 101-1160-4132 | 9.86 | 7/16/2026 | iPhone screen protectors |
| Amazon | 101-1616-4130 | 44.46 | 7/16/2026 | Dodgeball Set 6 |
| Amazon | 101-1120-4110 | 24.26 | 7/16/2026 | PW Paper Plates |
| Amazon | 101-1120-4110 | 37.99 | 7/16/2026 | Office Supplies (sign holder) |
| Amazon | 101-1120-4110 | 61.90 | 7/16/2026 | Office Supplies: DampRid for Kim Scotch Tape |
| Amazon | 101-1616-4130 | 14.18 | 7/16/2026 | Red & Blue Kickball Set |
| Amazon | 101-1120-4110 | 9.99 | 7/16/2026 | Picture Frame for Arbor Day Contest winner framing |
| Amazon | 101-1120-4110 | 47.09 | 7/16/2026 | Office Supplies (dishwasher detergent rinse aid) |
| Amazon | 700-7019-4150 | 33.90 | 7/16/2026 | EWTP Neoprene Rubber Strips Roll |
| Amazon | 101-1160-4132 | 233.84 | 7/16/2026 | phone screen protectors/cases for upgraded cell phones |
| Amazon | 101-1616-4130 | 142.95 | 7/16/2026 | Sidewalk Chalk First Aid Kit Ring Binder Painters Tape |
| Amazon | 101-1312-4150 | 35.99 | 7/16/2026 | Kids vests |
| Amazon | 101-1550-4510 | 108.99 | 7/16/2026 | mop sink faucet park shed |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Amazon | 101-1220-4240 | 180.50 | 7/16/2026 | Duty Pants |
| Amazon | 101-1120-4110 | 111.66 | 7/16/2026 | Folding Tables for Jerry in Park and Rec |
| Amazon | 101-1616-4130 | 80.68 | 7/16/2026 | Markers/Googly Eye/Construction Paper/Glue Sticks |
| Amazon | 101-1120-4110 | 84.45 | 7/16/2026 | Office Supplies (scissors  laminating sheets  wipes) |
| Amazon | 101-1160-4132 | 14.97 | 7/16/2026 | USB Wifi Adapter for PC |
| Amazon | 701-0000-4150 | 9.23 | 7/16/2026 | PW Facial Tissues |
| Amazon | 101-1220-4240 | 188.00 | 7/16/2026 | Duty Pants |
| Amazon | 101-1620-4130 | 4.99 | 7/16/2026 | Pipe Cleaners |
| Amazon | 101-1220-4290 | 32.89 | 7/16/2026 | Printer Ink |
| Amazon | 101-1160-4260 | 9.99 | 7/16/2026 | Silicone repair mat for electronics |
| Amazon | 101-1425-4300 | 18.68 | 7/16/2026 | Engraved name plate-Arbor Day Contest winner framing |
| Amazon | 101-1600-4130 | 39.02 | 7/16/2026 | Plastic Folders with 2 pockets  Lanyard |
| Amazon | 101-1550-4120 | 25.00 | 7/16/2026 | Line strainer |
| Amazon | 101-1613-4129 | 36.99 | 7/16/2026 | 4th of July Chalk it Up contest chalk |
| Amazon | 101-1160-4132 | 7.96 | 7/16/2026 | iPad screen protector 11th Gen |
| Amazon | 101-1220-4140 | 51.37 | 7/16/2026 | mirror switch |
| Amazon | 101-1220-4240 | 176.69 | 7/16/2026 | Duty Boots |
| Amazon | 101-1120-4110 | 181.11 | 7/16/2026 | Gloves requested by Jamie Marsh for Adopt-a-Park |
| Amazon | 101-1616-4130 | 152.18 | 7/16/2026 | Tissue Paper/Pretzels/Wrapping Paper/Fruit Snack |
| Amazon | 701-0000-4150 | 52.88 | 7/16/2026 | air filters for utilities |
| Amazon | 700-0000-4150 | 9.24 | 7/16/2026 | PW Facial Tissues |
| Amazon | 101-1120-4110 | 80.18 | 7/16/2026 | Baking Sheet Pan Set  Aluminum Pans  Serving Bowls |
| Amazon | 101-1613-4126 | 51.45 | 7/16/2026 | Rice Krispies Treats |
| Amazon | 101-1600-4130 | 51.98 | 7/16/2026 | Lanyards for ID badges  Plastic Folders |
| Amazon | 101-1220-4144 | 12.98 | 7/16/2026 | Nametags for fishing with first responders |
| Amazon | 101-1220-4530 | 74.45 | 7/16/2026 | Liquid Germicidal Cleaner |
| Amazon | 101-1613-4126 | 66.98 | 7/16/2026 | 4th of July kiddie game prizes-Bracelets/Sticky Hands |
| Amazon | 101-1600-4130 | 21.87 | 7/16/2026 | Name Tag Badge Holders with Lanyards |
| Amazon | 101-1220-4140 | 443.80 | 7/16/2026 | New Command Vehicle WeatherTech Mats |
| Amazon | 701-0000-4240 | 256.75 | 7/16/2026 | Sewer/Water glove restock |
| Amazon | 101-1616-4130 | 86.02 | 7/16/2026 | Bandana  Spot Markers |
| Amazon | 101-1613-4126 | 31.99 | 7/16/2026 | Bead Necklaces |
| Amazon | 101-1616-4130 | 66.33 | 7/16/2026 | Cones, Vollyeball, Hand Sanitzer |
| Amazon | 101-1160-4207 | 13.46 | 7/16/2026 | monthly AWS charge for video hosting |
| Amazon | 101-1530-4130 | 9.29 | 7/16/2026 | Reusable batteries for handicap door |
| Amazon | 101-1120-4110 | 17.07 | 7/16/2026 | Pavement Themometer Ben P |
| Amazon | 101-1616-4130 | 320.91 | 7/16/2026 | Pretzels  Popcorn  Ice Cream Sticks |
| Amazon | 101-1120-4110 | 17.70 | 7/16/2026 | Office Supplies (name tags  planner for Desiree) |
| Amazon | 101-1220-4240 | 149.99 | 7/16/2026 | Duty Boots |
| Amazon | 101-1120-4110 | 16.97 | 7/16/2026 | Office Supplies (thick sharpies for Engineering) |
| Amazon | 101-1120-4110 | 95.89 | 7/16/2026 | TriColorToner_HPOfficeJet8600 |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 5,081.15 | 7/16/2026 | |
| Amazon | | 5,081.15 | | |
| American Legion | 101-1120-4381 | 146.32 | 7/16/2026 | New Hire Breakfast |
| | | 146.32 | 7/16/2026 | |
| American Legion | | 146.32 | | |
| American Water Works Association | 700-0000-4360 | 260.00 | 7/16/2026 | memberships - Wegner |
| American Water Works Association | 700-0000-4360 | 260.00 | 7/16/2026 | Water membership - Casebeer |
| | | 520.00 | 7/16/2026 | |
| American Water Works Association | | 520.00 | | |
| Andres Taylor | 101-1220-4370 | 580.00 | 9/9/2026 | Officer 1 Class |
| | | 580.00 | 9/9/2026 | |
| Andres Taylor | | 580.00 | | |
| Apple.com | 101-1220-4210 | 32.66 | 7/16/2026 | Monthly subscription for training video use |
| Apple.com | 700-0000-4310 | 0.50 | 7/16/2026 | iphone storage |
| Apple.com | 701-0000-4310 | 0.49 | 7/16/2026 | iphone storage |
| | | 33.65 | 7/16/2026 | |
| Apple.com | | 33.65 | | |
| ARAMARK Refreshment Services, LLC | 101-1120-4113 | 150.00 | 9/17/2026 | Bevi Rental |
| | | 150.00 | 9/17/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| ARAMARK Refreshment Services, LLC | | 150.00 | | |
| Association of MN Emergency Managers | 101-1220-4360 | 200.00 | 7/16/2026 | AMEM dues Heger |
| | | 200.00 | 7/16/2026 | |
| Association of MN Emergency Managers | | 200.00 | | |
| ATTORNEY'S TITLE GROUP LLC | 700-0000-2020 | 0.80 | 9/9/2026 | Refund Check 007198-000, 7474 SARATOGA DRIVE |
| ATTORNEY'S TITLE GROUP LLC | 700-0000-2020 | 1.86 | 9/9/2026 | Refund Check 007198-000, 7474 SARATOGA DRIVE |
| ATTORNEY'S TITLE GROUP LLC | 720-0000-2020 | 8.19 | 9/9/2026 | Refund Check 007198-000, 7474 SARATOGA DRIVE |
| ATTORNEY'S TITLE GROUP LLC | 701-0000-2020 | 2.04 | 9/9/2026 | Refund Check 007198-000, 7474 SARATOGA DRIVE |
| | | 12.89 | 9/9/2026 | |
| ATTORNEY'S TITLE GROUP LLC | | 12.89 | | |
| Batteries Plus | 101-1160-4530 | 181.70 | 7/16/2026 | Replacement batteries for UPS devices |
| | | 181.70 | 7/16/2026 | |
| Batteries Plus | | 181.70 | | |
| BEACH JASON & ELISSA | 700-0000-2020 | 2.04 | 9/9/2026 | Refund Check 103078-000, 881 KIMBERLY LANE |
| BEACH JASON & ELISSA | 701-0000-2020 | 18.39 | 9/9/2026 | Refund Check 103078-000, 881 KIMBERLY LANE |
| BEACH JASON & ELISSA | 720-0000-2020 | 5.45 | 9/9/2026 | Refund Check 103078-000, 881 KIMBERLY LANE |
| BEACH JASON & ELISSA | 700-0000-2020 | 5.85 | 9/9/2026 | Refund Check 103078-000, 881 KIMBERLY LANE |
| | | 31.73 | 9/9/2026 | |
| BEACH JASON & ELISSA | | 31.73 | | |
| BEAUDET ZACHARY | 700-0000-2020 | 1.95 | 9/9/2026 | Refund Check 105666-000, 7474 MOCCASIN TRAIL |
| BEAUDET ZACHARY | 701-0000-2020 | 22.15 | 9/9/2026 | Refund Check 105666-000, 7474 MOCCASIN TRAIL |
| BEAUDET ZACHARY | 700-0000-2020 | 65.15 | 9/9/2026 | Refund Check 105666-000, 7474 MOCCASIN TRAIL |
| BEAUDET ZACHARY | 720-0000-2020 | 20.18 | 9/9/2026 | Refund Check 105666-000, 7474 MOCCASIN TRAIL |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 109.43 | 9/9/2026 | |
| BEAUDET ZACHARY | | 109.43 | | |
| Best Buy | 101-1160-4530 | 349.99 | 7/16/2026 | 55in Samsung Smart TV |
| | | 349.99 | 7/16/2026 | |
| Best Buy | | 349.99 | | |
| Bitly, Inc | 101-1125-4229 | 35.00 | 7/16/2026 | Bitly subscription |
| | | 35.00 | 7/16/2026 | |
| Bitly, Inc | | 35.00 | | |
| BOLTON & MENK INC | 601-6053-4303 | 3,965.10 | 9/17/2026 | PMP @ 60% |
| BOLTON & MENK INC | 701-6048-4300 | 36.40 | 9/17/2026 | Sanitary @ 13% |
| BOLTON & MENK INC | 700-6067-4303 | 4,362.12 | 9/17/2026 | Water @ 9% |
| BOLTON & MENK INC | 700-6053-4303 | 660.85 | 9/17/2026 | Water @ 10% |
| BOLTON & MENK INC | 601-6048-4300 | 187.60 | 9/17/2026 | PMP @ 67% |
| BOLTON & MENK INC | 720-6067-4303 | 15,994.44 | 9/17/2026 | Storm @ 33% |
| BOLTON & MENK INC | 700-6048-4300 | 36.40 | 9/17/2026 | Water @ 13% |
| BOLTON & MENK INC | 720-6053-4303 | 1,453.87 | 9/17/2026 | Storm @ 22% |
| BOLTON & MENK INC | 701-6067-4303 | 2,423.40 | 9/17/2026 | Sanitary @ 5% |
| BOLTON & MENK INC | 601-6067-4303 | 25,688.04 | 9/17/2026 | PMP @ 53% |
| BOLTON & MENK INC | 720-6048-4300 | 19.60 | 9/17/2026 | Storm @ 7% |
| BOLTON & MENK INC | 701-6053-4303 | 528.68 | 9/17/2026 | Sanitary @ 8% |
| | | 55,356.50 | 9/17/2026 | |
| BOLTON & MENK INC | | 55,356.50 | | |
| BOUND TREE MEDICAL LLC | 101-1220-4142 | 1,570.49 | 9/17/2026 | Medical supplies |
| BOUND TREE MEDICAL LLC | 101-1170-4120 | 1,284.98 | 9/17/2026 | AED battery replacements |
| BOUND TREE MEDICAL LLC | 101-1220-4142 | -465.99 | 9/17/2026 | Return-Epi injector pen |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 2,389.48 | 9/17/2026 | |
| BOUND TREE MEDICAL LLC | | 2,389.48 | | |
| BravO! National Dance & Talent Competition | 101-1534-4356 | 9,472.93 | 7/16/2026 | Nationals competition |
| | | 9,472.93 | 7/16/2026 | |
| BravO! National Dance & Talent Competition | | 9,472.93 | | |
| BS&A Software | 101-1250-4370 | 750.00 | 7/16/2026 | BS&A conference registration-Tessman |
| BS&A Software | 101-1250-4370 | 750.00 | 7/16/2026 | BS&A conference registration-Triehart |
| | | 1,500.00 | 7/16/2026 | |
| BS&A Software | | 1,500.00 | | |
| BURNET TITLE | 700-0000-2020 | 3.28 | 9/9/2026 | Refund Check 012085-000, 6621 ARLINGTON COURT |
| BURNET TITLE | 720-0000-2020 | 9.52 | 9/9/2026 | Refund Check 012085-000, 6621 ARLINGTON COURT |
| BURNET TITLE | 700-0000-2020 | 0.91 | 9/9/2026 | Refund Check 012085-000, 6621 ARLINGTON COURT |
| BURNET TITLE | 701-0000-2020 | 3.71 | 9/9/2026 | Refund Check 012085-000, 6621 ARLINGTON COURT |
| BURNET TITLE | 700-0000-2020 | 1.59 | 9/9/2026 | Refund Check 017968-000, 6656 POINTE LAKE LUCY |
| BURNET TITLE | 701-0000-2020 | 31.12 | 9/9/2026 | Refund Check 017968-000, 6656 POINTE LAKE LUCY |
| BURNET TITLE | 700-0000-2020 | 117.45 | 9/9/2026 | Refund Check 017968-000, 6656 POINTE LAKE LUCY |
| BURNET TITLE | 720-0000-2020 | 16.47 | 9/9/2026 | Refund Check 017968-000, 6656 POINTE LAKE LUCY |
| BURNET TITLE | 700-0000-2020 | 2.33 | 9/9/2026 | Refund Check 099800-000, 8619 LAKE RILEY DRIVE |
| BURNET TITLE | 700-0000-2020 | 0.25 | 9/9/2026 | Refund Check 099800-000, 8619 LAKE RILEY DRIVE |
| BURNET TITLE | 701-0000-2020 | 3.19 | 9/9/2026 | Refund Check 099800-000, 8619 LAKE RILEY DRIVE |
| BURNET TITLE | 720-0000-2020 | 2.54 | 9/9/2026 | Refund Check 099800-000, 8619 LAKE RILEY DRIVE |
| | | 192.36 | 9/9/2026 | |
| BURNET TITLE | | 192.36 | | |
| Call-Em-All | 101-1613-4300 | 36.00 | 7/16/2026 | 4th of July vendor texting service |
| | | 36.00 | 7/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Call-Em-All | | 36.00 | | |
| CALVIN MARK & SARAH | 700-0000-2020 | 108.60 | 9/9/2026 | Refund Check 095660-001, 880 VINELAND COURT |
| CALVIN MARK & SARAH | 720-0000-2020 | 21.02 | 9/9/2026 | Refund Check 095660-001, 880 VINELAND COURT |
| CALVIN MARK & SARAH | 701-0000-2020 | 26.45 | 9/9/2026 | Refund Check 095660-001, 880 VINELAND COURT |
| CALVIN MARK & SARAH | 700-0000-2020 | 2.02 | 9/9/2026 | Refund Check 095660-001, 880 VINELAND COURT |
| | | 158.09 | 9/9/2026 | |
| CALVIN MARK & SARAH | | 158.09 | | |
| CAMPION BARROW & ASSOCIATES | 101-1220-4352 | 590.00 | 9/17/2026 | Promotional psychological exam - Fire Captain |
| | | 590.00 | 9/17/2026 | |
| CAMPION BARROW & ASSOCIATES | | 590.00 | | |
| Canva | 101-1125-4360 | 119.99 | 7/16/2026 | Canva subscription |
| Canva | 101-1220-4360 | 15.00 | 7/16/2026 | canva montly invoice |
| | | 134.99 | 7/16/2026 | |
| Canva | | 134.99 | | |
| Carambamex | 101-1220-4381 | 41.53 | 7/16/2026 | Daisy & Ana meal while at conference |
| Carambamex | 101-1220-4381 | 36.49 | 7/16/2026 | Daisy & Ana meal while at conference |
| | | 78.02 | 7/16/2026 | |
| Carambamex | | 78.02 | | |
| Carver County | 700-1160-4326 | 775.00 | 9/10/2026 | Dark fiber utility locations |
| Carver County | 101-1160-4326 | 850.00 | 9/10/2026 | Monthly Dark fiber city buildings |
| | | 1,625.00 | 9/10/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Carver County | | 1,625.00 | | |
| Carver County Environmental Center | 700-0000-4150 | 47.50 | 7/16/2026 | Recycled old equipment |
| | | 47.50 | 7/16/2026 | |
| Carver County Environmental Center | | 47.50 | | |
| CARVER COUNTY LICENSE CENTER | 400-4152-4704 | 13,015.83 | 9/16/2026 | License and Registration - Truck # 101 |
| | | 13,015.83 | 9/16/2026 | |
| CARVER COUNTY LICENSE CENTER | | 13,015.83 | | |
| Carver County Parks | 101-1638-4343 | 874.00 | 9/10/2026 | Lake Ann Camp archery |
| | | 874.00 | 9/10/2026 | |
| Carver County Parks | | 874.00 | | |
| CEMSTONE PRODUCTS CO | 101-1320-4157 | 817.75 | 9/17/2026 | curb repair |
| | | 817.75 | 9/17/2026 | |
| CEMSTONE PRODUCTS CO | | 817.75 | | |
| CENTERPOINT ENERGY MINNEGASCO | 701-0000-4321 | 25.06 | 9/9/2026 | Gas Charges |
| | | 25.06 | 9/9/2026 | |
| CENTERPOINT ENERGY MINNEGASCO | | 25.06 | | |
| CenturyLink | 700-0000-4310 | 32.00 | 9/16/2026 | Telephone & Communication Charges |
| CenturyLink | 701-0000-4310 | 32.00 | 9/16/2026 | Telephone & Communication Charges |
| | | 64.00 | 9/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| CenturyLink | | 64.00 | | |
| Chairliving | 700-7043-4510 | 547.18 | 7/16/2026 | WWTP Commerical Dehumidifier |
| Chairliving | 700-7019-4510 | 589.99 | 7/16/2026 | EWTP Commerical Dehumidifier with pump |
| | | 1,137.17 | 7/16/2026 | |
| Chairliving | | 1,137.17 | | |
| Chat GPT | 101-1120-4360 | 20.00 | 7/16/2026 | monthly susbscription |
| | | 20.00 | 7/16/2026 | |
| Chat GPT | | 20.00 | | |
| Chick-Fil-A | 101-1616-4130 | 8.33 | 7/16/2026 | Staff and volunteer training dinner |
| Chick-Fil-A | 101-1616-4130 | 178.24 | 7/16/2026 | Staff and volunteer training dinner |
| | | 186.57 | 7/16/2026 | |
| Chick-Fil-A | | 186.57 | | |
| Cintas Corporation No. 2 | 101-1550-4300 | 208.95 | 9/10/2026 | safety cabinet supplies |
| | | 208.95 | 9/10/2026 | |
| Cintas Corporation No. 2 | | 208.95 | | |
| Circle K | 101-1620-4130 | 3.19 | 7/16/2026 | Concert Series band ice |
| | | 3.19 | 7/16/2026 | |
| Circle K | | 3.19 | | |
| City of Bloomington | 720-0000-4323 | 1,088.00 | 9/10/2026 | Beach monitoring-Lab Testing |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 1,088.00 | 9/10/2026 | |
| City of Bloomington | | 1,088.00 | | |
| CITY OF CHASKA | 101-1560-4342 | 1,179.36 | 9/17/2026 | Buddy Holly - Paramount Theatre |
| | | 1,179.36 | 9/17/2026 | |
| CITY OF CHASKA | | 1,179.36 | | |
| CM2 Supply | 101-1370-4530 | 150.47 | 9/17/2026 | Power Cable 25' |
| | | 150.47 | 9/17/2026 | |
| CM2 Supply | | 150.47 | | |
| Continua Interiors of Minnesota LLC | 414-4010-4702 | 32,428.47 | 9/10/2026 | City Hall Park Pavilion furniture |
| | | 32,428.47 | 9/10/2026 | |
| Continua Interiors of Minnesota LLC | | 32,428.47 | | |
| CORE & MAIN LP | 700-0000-4550 | 154.75 | 9/10/2026 | valve box riser |
| | | 154.75 | 9/10/2026 | |
| CORE & MAIN LP | | 154.75 | | |
| Cossetta | 701-0000-4381 | 59.55 | 7/16/2026 | Lunch for Jake  Bill & Matt |
| | | 59.55 | 7/16/2026 | |
| Cossetta | | 59.55 | | |
| Crisp & Green | 101-1110-4372 | 271.11 | 7/16/2026 | City Council Meals |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 271.11 | 7/16/2026 | |
| Crisp & Green | | 271.11 | | |
| CROWN COLLEGE | 101-1220-4370 | 750.00 | 9/17/2026 | Quarterly EMS training |
| | | 750.00 | 9/17/2026 | |
| CROWN COLLEGE | | 750.00 | | |
| Cub Foods | 101-1560-4112 | 11.48 | 7/16/2026 | Gluten Free Ice Cream & Treats for Senior Synod Concert |
| Cub Foods | 101-1540-4130 | 295.10 | 7/16/2026 | Concession Supplies - Beverages Due to Coca-Cola Issue |
| Cub Foods | 101-1560-4112 | 11.98 | 7/16/2026 | Donuts for Chan Jammers Performance |
| | | 318.56 | 7/16/2026 | |
| Cub Foods | | 318.56 | | |
| Cup Bop | 101-1220-4381 | 36.07 | 7/16/2026 | Daisy & Ana meal while at conference |
| | | 36.07 | 7/16/2026 | |
| Cup Bop | | 36.07 | | |
| Delta Airlines | 101-1311-4381 | -518.80 | 7/16/2026 | ESRI User Conference Flight - MSP to San Diego - Refund |
| Delta Airlines | 101-1520-4381 | 606.80 | 7/16/2026 | NRPA Conference Philly Flight |
| | | 88.00 | 7/16/2026 | |
| Delta Airlines | | 88.00 | | |
| DEM-CON LANDFILL | 101-1550-4329 | 472.72 | 9/17/2026 | garbage from parks |
| DEM-CON LANDFILL | 101-1320-4150 | 2,840.97 | 9/17/2026 | street sweeping |
| | | 3,313.69 | 9/17/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| DEM-CON LANDFILL | | 3,313.69 | | |
| Digi Key | 701-0000-4551 | 156.28 | 7/16/2026 | Orion Fans |
| | | 156.28 | 7/16/2026 | |
| Digi Key | | 156.28 | | |
| Diversified Plumbing and Heating Inc | 700-0000-2021 | 59.55 | 9/17/2026 | Water meter - 7640 Crimson Bay Rd |
| Diversified Plumbing and Heating Inc | 700-0000-3664 | 671.00 | 9/17/2026 | Water meter - 7640 Crimson Bay Rd |
| | | 730.55 | 9/17/2026 | |
| Diversified Plumbing and Heating Inc | | 730.55 | | |
| DocuSign | 101-1160-4215 | 5,734.00 | 9/17/2026 | Software |
| | | 5,734.00 | 9/17/2026 | |
| DocuSign | | 5,734.00 | | |
| Domino's Pizza | 101-1220-4372 | 92.50 | 7/16/2026 | Training Meal |
| Domino's Pizza | 101-1616-4130 | 117.60 | 7/16/2026 | Staff and volunteer training dinner |
| | | 210.10 | 7/16/2026 | |
| Domino's Pizza | | 210.10 | | |
| ECM PUBLISHERS INC | 101-1120-4336 | 41.00 | 9/10/2026 | Publication of Ord 767 |
| | | 41.00 | 9/10/2026 | |
| ECM PUBLISHERS INC | 101-1310-4336 | 82.00 | 9/17/2026 | Aug 31 PH Audubon Sewer Extension |
| | | 82.00 | 9/17/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| ECM PUBLISHERS INC | | 123.00 | | |
| Edgetek Hockey | 101-1120-4300 | 226.77 | 7/16/2026 | City of Chan Branded Clothing for Desiree |
| Edgetek Hockey | 101-1120-4300 | 95.48 | 7/16/2026 | New merch for Councilmember Schubert |
| | | 322.25 | 7/16/2026 | |
| Edgetek Hockey | | 322.25 | | |
| EDINA REALTY TITLE | 701-0000-2020 | 12.28 | 9/9/2026 | Refund Check 104766-000, 8727 NORTH BAY DRIVE |
| EDINA REALTY TITLE | 700-0000-2020 | 8.35 | 9/9/2026 | Refund Check 104766-000, 8727 NORTH BAY DRIVE |
| EDINA REALTY TITLE | 700-0000-2020 | 1.62 | 9/9/2026 | Refund Check 104766-000, 8727 NORTH BAY DRIVE |
| EDINA REALTY TITLE | 720-0000-2020 | 7.53 | 9/9/2026 | Refund Check 104766-000, 8727 NORTH BAY DRIVE |
| | | 29.78 | 9/9/2026 | |
| EDINA REALTY TITLE | | 29.78 | | |
| EHLERS & ASSOCIATES INC | 480-0000-4300 | 2,000.00 | 9/17/2026 | 2025 OSA TIF Report |
| EHLERS & ASSOCIATES INC | 482-0000-4300 | 443.75 | 9/17/2026 | 2025 OSA TIF Report |
| EHLERS & ASSOCIATES INC | 481-0000-4300 | 2,000.00 | 9/17/2026 | 2025 OSA TIF Report |
| | | 4,443.75 | 9/17/2026 | |
| EHLERS & ASSOCIATES INC | | 4,443.75 | | |
| Enterprise FM Trust | 701-0000-4811 | 54.89 | 9/9/2026 | 310 - 24 Chev Silv #27MGR3 |
| Enterprise FM Trust | 400-0000-4811 | 131.83 | 9/9/2026 | 501 - 23 Chev Silv #26RL44 |
| Enterprise FM Trust | 400-0000-4811 | 410.60 | 9/9/2026 | 206 - 26 Chev Tahoe #29P275 |
| Enterprise FM Trust | 400-0000-4810 | 862.18 | 9/9/2026 | 402 - 23 Chev Silv #25XGMF |
| Enterprise FM Trust | 701-0000-2317 | 472.79 | 9/9/2026 | 303 - 24 Chev Silv #27MGR7 |
| Enterprise FM Trust | 400-0000-4810 | 641.80 | 9/9/2026 | 502 - 23 Chev Blazer #25XQVB |
| Enterprise FM Trust | 400-0000-4811 | 405.40 | 9/9/2026 | 205 - 26 Chev Tahoe #29P27H |
| Enterprise FM Trust | 400-0000-4811 | 216.91 | 9/9/2026 | 404 - 24 GMC Sier #27NDJJ |
| Enterprise FM Trust | 400-0000-4811 | 199.43 | 9/9/2026 | 131 - 24 Chev Silv #27NDJK |
| Enterprise FM Trust | 400-0000-4810 | 757.60 | 9/9/2026 | 202 - 23 Chev Tahoe #25WDVJ |
| Enterprise FM Trust | 400-0000-4810 | 828.58 | 9/9/2026 | 203 - 23 Chev Silv #26RPC3 |
| Enterprise FM Trust | 400-0000-4811 | 118.60 | 9/9/2026 | 202 - 23 Chev Tahoe #25WDVJ |
| Enterprise FM Trust | 400-0000-4810 | 867.42 | 9/9/2026 | 130 - 24 GMC Sier #27NF7M |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Enterprise FM Trust | 701-0000-4413 | 346.18 | 9/9/2026 | 305 - 22 Chev Silv #25G5QR |
| Enterprise FM Trust | 701-0000-2317 | 466.49 | 9/9/2026 | 301 - 24 Chev Silv #27MGR8 |
| Enterprise FM Trust | 400-0000-4811 | 11.26 | 9/9/2026 | 605 - 22 Ford Rang #25G25M |
| Enterprise FM Trust | 700-0000-4811 | 61.13 | 9/9/2026 | 315 - 24 Chev Silv #27MGTV |
| Enterprise FM Trust | 400-0000-4413 | 687.60 | 9/9/2026 | 140 - 22 Chev Silv #25G5J6 |
| Enterprise FM Trust | 700-0000-4811 | 61.12 | 9/9/2026 | 314 - 24 Chev Silv #27MGTW |
| Enterprise FM Trust | 700-0000-4811 | 54.90 | 9/9/2026 | 310 - 24 Chev Silv #27MGR3 |
| Enterprise FM Trust | 400-0000-4811 | 194.57 | 9/9/2026 | 801 - 24 Chry Paci #2754MQ |
| Enterprise FM Trust | 701-0000-2317 | 473.75 | 9/9/2026 | 310 - 24 Chev Silv #27MGR3 |
| Enterprise FM Trust | 400-0000-4811 | 67.42 | 9/9/2026 | 420 - 23 Chev Silv #25XGMS |
| Enterprise FM Trust | 400-0000-4413 | 693.13 | 9/9/2026 | 411 - 22 Chev Silv #25G8CL |
| Enterprise FM Trust | 400-0000-4811 | 6.34 | 9/9/2026 | 408 - 22 Chev Silv #25G89X |
| Enterprise FM Trust | 400-0000-4810 | 570.52 | 9/9/2026 | 605 - 22 Ford Rang #25G25M |
| Enterprise FM Trust | 400-0000-4811 | 11.77 | 9/9/2026 | 606 - 22 Ford Rang #25G23Z |
| Enterprise FM Trust | 400-0000-4810 | 555.32 | 9/9/2026 | 602 - 24 Chev Equi #27MF9K |
| Enterprise FM Trust | 400-0000-4810 | 864.74 | 9/9/2026 | 410 - 24 GMC Sier #27NDJB |
| Enterprise FM Trust | 700-0000-2317 | 236.42 | 9/9/2026 | 307 - 23 Chev Equinox #262P8K |
| Enterprise FM Trust | 400-0000-4811 | 29.54 | 9/9/2026 | 001 - 22 Ford Esca #26M3MH |
| Enterprise FM Trust | 400-0000-4811 | 103.72 | 9/9/2026 | 505 - 23 Chev Silv #26RP8Z |
| Enterprise FM Trust | 400-0000-4811 | 67.45 | 9/9/2026 | 416 - 23 Chev Silv #25XGMC |
| Enterprise FM Trust | 701-0000-4811 | 63.27 | 9/9/2026 | 301 - 24 Chev Silv #27MGR8 |
| Enterprise FM Trust | 700-0000-2317 | 466.84 | 9/9/2026 | 306 - 24 Chev Silv #27MGRB |
| Enterprise FM Trust | 400-0000-4810 | 534.39 | 9/9/2026 | 606 - 22 Ford Rang #25G23Z |
| Enterprise FM Trust | 400-0000-4810 | 867.76 | 9/9/2026 | 505 - 23 Chev Silv #26RP8Z |
| Enterprise FM Trust | 400-0000-4810 | 709.49 | 9/9/2026 | 603 - 25 Chev Equi #28CM4H |
| Enterprise FM Trust | 700-0000-2317 | 470.15 | 9/9/2026 | 315 - 24 Chev Silv #27MGTV |
| Enterprise FM Trust | 400-0000-4810 | 659.36 | 9/9/2026 | 430 - 24 Chry Paci #275N63 |
| Enterprise FM Trust | 700-0000-2317 | 473.75 | 9/9/2026 | 310 - 24 Chev Silv #27MGR3 |
| Enterprise FM Trust | 400-0000-4810 | 598.83 | 9/9/2026 | 801 - 24 Chry Paci #2754MQ |
| Enterprise FM Trust | 400-0000-4811 | 114.32 | 9/9/2026 | 203 - 23 Chev Silv #26RPC3 |
| Enterprise FM Trust | 400-0000-4810 | 803.51 | 9/9/2026 | 131 - 24 Chev Silv #27NDJK |
| Enterprise FM Trust | 400-0000-4810 | 521.79 | 9/9/2026 | 001 - 22 Ford Esca #26M3MH |
| Enterprise FM Trust | 400-0000-4810 | 920.99 | 9/9/2026 | 205 - 26 Chev Tahoe #29P27H |
| Enterprise FM Trust | 701-0000-4811 | 62.92 | 9/9/2026 | 306 - 24 Chev Silv #27MGRB |
| Enterprise FM Trust | 700-0000-4811 | 62.93 | 9/9/2026 | 306 - 24 Chev Silv #27MGRB |
| Enterprise FM Trust | 400-0000-4810 | 867.87 | 9/9/2026 | 403 - 23 Chev Silv #25XGMK |
| Enterprise FM Trust | 400-0000-4810 | 723.29 | 9/9/2026 | 405 - 22 Chev Silv #25G5QQ |
| Enterprise FM Trust | 700-0000-2317 | 433.22 | 9/9/2026 | 308 - 24 Chev Silv #27RZHT |
| Enterprise FM Trust | 701-0000-4811 | 21.79 | 9/9/2026 | 307 - 23 Chev Equinox #262P8K |
| Enterprise FM Trust | 701-0000-2317 | 466.84 | 9/9/2026 | 306 - 24 Chev Silv #27MGRB |
| Enterprise FM Trust | 701-0000-4811 | 56.79 | 9/9/2026 | 308 - 24 Chev Silv #27RZHT |
| Enterprise FM Trust | 701-0000-2317 | 470.14 | 9/9/2026 | 315 - 24 Chev Silv #27MGTV |
| Enterprise FM Trust | 400-0000-4810 | 728.93 | 9/9/2026 | 501 - 23 Chev Silv #26RL44 |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Enterprise FM Trust | 400-0000-4810 | 868.05 | 9/9/2026 | 132 - 23 Chev Silv #25WNCN |
| Enterprise FM Trust | 400-0000-4810 | 732.09 | 9/9/2026 | 408 - 22 Chev Silv #25G89X |
| Enterprise FM Trust | 400-0000-4811 | 66.19 | 9/9/2026 | 134 - 23 Chev Silv #25WNKR |
| Enterprise FM Trust | 701-0000-4811 | 61.13 | 9/9/2026 | 314 - 24 Chev Silv #27MGTW |
| Enterprise FM Trust | 700-0000-4413 | 346.18 | 9/9/2026 | 305 - 22 Chev Silv #25G5QR |
| Enterprise FM Trust | 700-0000-4811 | 21.79 | 9/9/2026 | 307 - 23 Chev Equinox #262P8K |
| Enterprise FM Trust | 400-0000-4810 | 865.52 | 9/9/2026 | 420 - 23 Chev Silv #25XGMS |
| Enterprise FM Trust | 700-0000-4811 | 63.27 | 9/9/2026 | 301 - 24 Chev Silv #27MGR8 |
| Enterprise FM Trust | 400-0000-4810 | 864.74 | 9/9/2026 | 404 - 24 GMC Sier #27NDJJ |
| Enterprise FM Trust | 400-0000-4810 | 867.97 | 9/9/2026 | 419 - 23 Chev Silv #25XGMJ |
| Enterprise FM Trust | 701-0000-4811 | 61.12 | 9/9/2026 | 315 - 24 Chev Silv #27MGTV |
| Enterprise FM Trust | 701-0000-2317 | 433.21 | 9/9/2026 | 308 - 24 Chev Silv #27RZHT |
| Enterprise FM Trust | 700-0000-2317 | 466.50 | 9/9/2026 | 301 - 24 Chev Silv #27MGR8 |
| Enterprise FM Trust | 700-0000-2317 | 470.14 | 9/9/2026 | 314 - 24 Chev Silv #27MGTW |
| Enterprise FM Trust | 400-0000-4811 | 67.60 | 9/9/2026 | 403 - 23 Chev Silv #25XGMK |
| Enterprise FM Trust | 400-0000-4811 | 66.19 | 9/9/2026 | 132 - 23 Chev Silv #25WNCN |
| Enterprise FM Trust | 400-0000-4811 | 77.83 | 9/9/2026 | 502 - 23 Chev Blazer #25XQVB |
| Enterprise FM Trust | 400-0000-4413 | 632.10 | 9/9/2026 | 214 - 22 Chev Silv #25G5D2 |
| Enterprise FM Trust | 400-0000-4811 | 143.86 | 9/9/2026 | 603 - 25 Chev Equi #28CM4H |
| Enterprise FM Trust | 400-0000-4810 | 921.89 | 9/9/2026 | 206 - 26 Chev Tahoe #29P275 |
| Enterprise FM Trust | 400-0000-4811 | 188.15 | 9/9/2026 | 430 - 24 Chry Paci #275N63 |
| Enterprise FM Trust | 700-0000-2317 | 472.78 | 9/9/2026 | 303 - 24 Chev Silv #27MGR7 |
| Enterprise FM Trust | 400-0000-4811 | 69.04 | 9/9/2026 | 602 - 24 Chev Equi #27MF9K |
| Enterprise FM Trust | 400-0000-4811 | 15.99 | 9/9/2026 | 405 - 22 Chev Silv #25G5QQ |
| Enterprise FM Trust | 400-0000-4811 | 67.61 | 9/9/2026 | 419 - 23 Chev Silv #25XGMJ |
| Enterprise FM Trust | 400-0000-4413 | 749.81 | 9/9/2026 | 201 - 22 GMC Yuko #25MPSN |
| Enterprise FM Trust | 701-0000-2317 | 236.42 | 9/9/2026 | 307 - 23 Chev Equinox #262P8K |
| Enterprise FM Trust | 400-0000-4413 | 571.60 | 9/9/2026 | 412 - 22 GMC Sier #25H28F |
| Enterprise FM Trust | 400-0000-4810 | 873.48 | 9/9/2026 | 401 - 23 Chev Silv #26RPBZ |
| Enterprise FM Trust | 400-0000-4811 | 216.96 | 9/9/2026 | 410 - 24 GMC Sier #27NDJB |
| Enterprise FM Trust | 400-0000-4810 | 757.60 | 9/9/2026 | 204 - 23 Chev Tahoe #25WDVL |
| Enterprise FM Trust | 400-0000-4811 | 210.33 | 9/9/2026 | 130 - 24 GMC Sier #27NF7M |
| Enterprise FM Trust | 400-0000-4811 | 73.51 | 9/9/2026 | 402 - 23 Chev Silv #25XGMF |
| Enterprise FM Trust | 400-0000-4811 | 118.60 | 9/9/2026 | 204 - 23 Chev Tahoe #25WDVL |
| Enterprise FM Trust | 701-0000-2317 | 470.15 | 9/9/2026 | 314 - 24 Chev Silv #27MGTW |
| Enterprise FM Trust | 701-0000-4811 | 56.49 | 9/9/2026 | 303 - 24 Chev Silv #27MGR7 |
| Enterprise FM Trust | 400-0000-4811 | 102.93 | 9/9/2026 | 401 - 23 Chev Silv #26RPBZ |
| Enterprise FM Trust | 400-0000-4810 | 865.91 | 9/9/2026 | 416 - 23 Chev Silv #25XGMC |
| Enterprise FM Trust | 400-0000-4810 | 868.03 | 9/9/2026 | 134 - 23 Chev Silv #25WNKR |
| Enterprise FM Trust | 700-0000-4811 | 56.49 | 9/9/2026 | 303 - 24 Chev Silv #27MGR7 |
| Enterprise FM Trust | 700-0000-4811 | 56.78 | 9/9/2026 | 308 - 24 Chev Silv #27RZHT |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 37,826.60 | 9/9/2026 | |
| Enterprise FM Trust | | 37,826.60 | | |
| Environmental Equipment & Services Inc | 101-1320-4530 | 152.20 | 9/10/2026 | Hydraulic Check Valve (Tymco) |
| | | 152.20 | 9/10/2026 | |
| Environmental Equipment & Services Inc | | 152.20 | | |
| Epic Event Rental | 101-1600-4300 | 776.82 | 7/16/2026 | Memorial Day Ceremony - Chairs |
| | | 776.82 | 7/16/2026 | |
| Epic Event Rental | | 776.82 | | |
| ESQUIRE TITLE SERVICE LLC | 700-0000-2020 | 1.37 | 9/9/2026 | Refund Check 005835-000, 8553 CHAN HILLS DR SO |
| ESQUIRE TITLE SERVICE LLC | 720-0000-2020 | 14.16 | 9/9/2026 | Refund Check 005835-000, 8553 CHAN HILLS DR SO |
| ESQUIRE TITLE SERVICE LLC | 701-0000-2020 | 58.07 | 9/9/2026 | Refund Check 005835-000, 8553 CHAN HILLS DR SO |
| ESQUIRE TITLE SERVICE LLC | 700-0000-2020 | 28.75 | 9/9/2026 | Refund Check 005835-000, 8553 CHAN HILLS DR SO |
| | | 102.35 | 9/9/2026 | |
| ESQUIRE TITLE SERVICE LLC | | 102.35 | | |
| Excelsior Motor Vehicle | 720-0000-4260 | 10.73 | 7/16/2026 | Kayak registration sticker needed for pond inspections |
| | | 10.73 | 7/16/2026 | |
| Excelsior Motor Vehicle | | 10.73 | | |
| EXECUTIVE TITLE OF MINNESOTA | 700-0000-2020 | 1.57 | 9/9/2026 | Refund Check 101497-000, 6699 MULBERRY CIRCLE E |
| EXECUTIVE TITLE OF MINNESOTA | 701-0000-2020 | 20.47 | 9/9/2026 | Refund Check 101497-000, 6699 MULBERRY CIRCLE E |
| EXECUTIVE TITLE OF MINNESOTA | 720-0000-2020 | 16.25 | 9/9/2026 | Refund Check 101497-000, 6699 MULBERRY CIRCLE E |
| EXECUTIVE TITLE OF MINNESOTA | 700-0000-2020 | 14.88 | 9/9/2026 | Refund Check 101497-000, 6699 MULBERRY CIRCLE E |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 53.17 | 9/9/2026 | |
| EXECUTIVE TITLE OF MINNESOTA | | 53.17 | | |
| Facebook | 101-1530-4375 | 15.60 | 7/16/2026 | Meta ad for Rec Center hiring |
| | | 15.60 | 7/16/2026 | |
| Facebook | | 15.60 | | |
| Ferguson Waterworks #2518 | 701-0000-4551 | 553.98 | 9/10/2026 | sewer parts |
| Ferguson Waterworks #2518 | 700-0000-4550 | 4,526.64 | 9/10/2026 | curb stop parts |
| | | 5,080.62 | 9/10/2026 | |
| Ferguson Waterworks #2518 | | 5,080.62 | | |
| FINK KEVIN & NATALIE | 720-0000-2020 | 14.58 | 9/9/2026 | Refund Check 104107-000, 2333 STONE CREEK LANE W |
| FINK KEVIN & NATALIE | 701-0000-2020 | 45.90 | 9/9/2026 | Refund Check 104107-000, 2333 STONE CREEK LANE W |
| FINK KEVIN & NATALIE | 700-0000-2020 | 52.48 | 9/9/2026 | Refund Check 104107-000, 2333 STONE CREEK LANE W |
| FINK KEVIN & NATALIE | 700-0000-2020 | 1.41 | 9/9/2026 | Refund Check 104107-000, 2333 STONE CREEK LANE W |
| | | 114.37 | 9/9/2026 | |
| FINK KEVIN & NATALIE | | 114.37 | | |
| FIRST AMERICAN TITLE INSURANCE COMPANY | 700-0000-2020 | 0.98 | 9/9/2026 | Refund Check 102181-000, 7545 FAWN HILL ROAD |
| FIRST AMERICAN TITLE INSURANCE COMPANY | 701-0000-2020 | 19.20 | 9/9/2026 | Refund Check 102181-000, 7545 FAWN HILL ROAD |
| FIRST AMERICAN TITLE INSURANCE COMPANY | 720-0000-2020 | 10.17 | 9/9/2026 | Refund Check 102181-000, 7545 FAWN HILL ROAD |
| FIRST AMERICAN TITLE INSURANCE COMPANY | 700-0000-2020 | 29.25 | 9/9/2026 | Refund Check 102181-000, 7545 FAWN HILL ROAD |
| | | 59.60 | 9/9/2026 | |
| FIRST AMERICAN TITLE INSURANCE COMPANY | | 59.60 | | |
| First Watch | 101-1220-4381 | 57.35 | 7/16/2026 | Daisy & Ana meal while at conference |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 57.35 | 7/16/2026 | |
| First Watch | | 57.35 | | |
| Fleet Farm | 101-1550-4120 | 105.00 | 7/16/2026 | Stall mat/mulch |
| | | 105.00 | 7/16/2026 | |
| Fleet Farm | | 105.00 | | |
| FLEX TITLE COMPANY LLC | 720-0000-2020 | 6.42 | 9/9/2026 | Refund Check 020092-000, 381 DEL RIO DRIVE |
| FLEX TITLE COMPANY LLC | 700-0000-2020 | 16.35 | 9/9/2026 | Refund Check 020092-000, 381 DEL RIO DRIVE |
| FLEX TITLE COMPANY LLC | 701-0000-2020 | 16.17 | 9/9/2026 | Refund Check 020092-000, 381 DEL RIO DRIVE |
| FLEX TITLE COMPANY LLC | 700-0000-2020 | 0.62 | 9/9/2026 | Refund Check 020092-000, 381 DEL RIO DRIVE |
| | | 39.56 | 9/9/2026 | |
| FLEX TITLE COMPANY LLC | | 39.56 | | |
| FORCE AMERICA INC | 101-1320-4530 | 28.89 | 9/10/2026 | Hydraulic fittings |
| FORCE AMERICA INC | 101-1320-4120 | 94.23 | 9/10/2026 | Hydraulic Fittings |
| FORCE AMERICA INC | 101-1220-4530 | 399.32 | 9/10/2026 | Hydraulic PTO |
| | | 522.44 | 9/10/2026 | |
| FORCE AMERICA INC | | 522.44 | | |
| Fully Involved | 101-1220-4370 | 1,500.00 | 9/17/2026 | Fire Training |
| | | 1,500.00 | 9/17/2026 | |
| Fully Involved | | 1,500.00 | | |
| Fusion | 700-0000-4370 | 39.00 | 7/16/2026 | Hazmat training |
| | | 39.00 | 7/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Fusion | | 39.00 | | |
| Gertens | 101-1550-4150 | 2,647.05 | 7/16/2026 | Landscape bed vegetation (replacements) |
| | | 2,647.05 | 7/16/2026 | |
| Gertens | | 2,647.05 | | |
| GMH ASPHALT CORP | 701-6054-4751 | 102,825.15 | 9/10/2026 | 2026 Pavement Rehab |
| GMH ASPHALT CORP | 700-6054-4751 | 300,620.09 | 9/10/2026 | 2026 Pavement Rehab |
| GMH ASPHALT CORP | 601-6054-4751 | 653,899.37 | 9/10/2026 | 2026 Pavement Rehab |
| GMH ASPHALT CORP | 720-6054-4751 | 133,863.50 | 9/10/2026 | 2026 Pavement Rehab |
| | | 1,191,208.11 | 9/10/2026 | |
| GMH ASPHALT CORP | | 1,191,208.11 | | |
| GONYEA HOMES | 101-0000-2072 | 2,500.00 | 9/17/2026 | As Built escrow 9399 Eagle Ridge Way #666883 |
| GONYEA HOMES | 101-0000-2073 | 1,876.00 | 9/17/2026 | Erosion Escrow 9543 Eagle Ridge Rd #712698 |
| GONYEA HOMES | 101-0000-2073 | 2,700.00 | 9/17/2026 | Erosion escrow 9511 Eagle Ridge Rd #666884 |
| | | 7,076.00 | 9/17/2026 | |
| GONYEA HOMES | | 7,076.00 | | |
| GoodPointe Technology, LLC | 101-1320-4546 | 11,831.55 | 9/17/2026 | Annual Pavement Inspection/Condition Rating |
| | | 11,831.55 | 9/17/2026 | |
| GoodPointe Technology, LLC | | 11,831.55 | | |
| GOPHER STATE ONE-CALL INC | 701-0000-4300 | 653.40 | 9/17/2026 | August locates |
| GOPHER STATE ONE-CALL INC | 700-0000-4300 | 653.40 | 9/17/2026 | August locates |
| | | 1,306.80 | 9/17/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| GOPHER STATE ONE-CALL INC | | 1,306.80 | | |
| GoTo Communications Inc | 101-1170-4310 | 2,663.38 | 9/9/2026 | Telephone & Communication Charges |
| GoTo Communications Inc | 700-0000-4310 | 58.49 | 9/9/2026 | Telephone & Communication Charges |
| GoTo Communications Inc | 701-0000-4310 | 58.49 | 9/9/2026 | Telephone & Communication Charges |
| GoTo Communications Inc | 101-1312-4310 | 191.48 | 9/9/2026 | Telephone & Communication Charges |
| GoTo Communications Inc | 101-1550-4310 | 51.19 | 9/9/2026 | Telephone & Communication Charges |
| | | 3,023.03 | 9/9/2026 | |
| GoTo Communications Inc | | 3,023.03 | | |
| Granicus | 101-1125-4221 | 9,217.74 | 7/16/2026 | Granicus peak agenda and video streaming |
| Granicus | 101-1125-4221 | 250.69 | 7/16/2026 | Granicus web work |
| | | 9,468.43 | 7/16/2026 | |
| Granicus | | 9,468.43 | | |
| GREEN MEADOWS INC | 101-1250-1193 | 499.76 | 9/10/2026 | Code Enforcement-Lawn Mowing |
| GREEN MEADOWS INC | 101-1250-1193 | 2.31 | 9/10/2026 | Sales Tax Correction |
| GREEN MEADOWS INC | 101-1250-1193 | 5.22 | 9/10/2026 | Sales Tax Correction |
| | | 507.29 | 9/10/2026 | |
| GREEN MEADOWS INC | | 507.29 | | |
| GVT Tire & Auto | 101-1320-4150 | 68.05 | 7/16/2026 | LP fill |
| | | 68.05 | 7/16/2026 | |
| GVT Tire & Auto | | 68.05 | | |
| H & L Mesabi | 101-1320-4120 | 287.00 | 9/17/2026 | bucket broom edge |
| H & L Mesabi | 101-1550-4120 | 287.00 | 9/17/2026 | Snowblower edge |
| | | 574.00 | 9/17/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| H & L Mesabi | | 574.00 | | |
| HAGEN JAMES | 701-0000-2020 | 22.38 | 9/9/2026 | Refund Check 105885-000, 7639 NICHOLAS WAY |
| HAGEN JAMES | 700-0000-2020 | 1.72 | 9/9/2026 | Refund Check 105885-000, 7639 NICHOLAS WAY |
| HAGEN JAMES | 720-0000-2020 | 3.42 | 9/9/2026 | Refund Check 105885-000, 7639 NICHOLAS WAY |
| HAGEN JAMES | 700-0000-2020 | 12.47 | 9/9/2026 | Refund Check 105885-000, 7639 NICHOLAS WAY |
| | | 39.99 | 9/9/2026 | |
| HAGEN JAMES | | 39.99 | | |
| HALLOCK COMPANY | 701-7025-4705 | 581.37 | 9/17/2026 | Lift station #5 AMP neutral kit |
| | | 581.37 | 9/17/2026 | |
| HALLOCK COMPANY | | 581.37 | | |
| Hanna Ted | 101-0000-2073 | 500.00 | 9/17/2026 | Erosion escrow 3331 Shore Dr #541118 |
| | | 500.00 | 9/17/2026 | |
| Hanna Ted | | 500.00 | | |
| Hartman Companies | 601-6053-4751 | 3,459.00 | 9/17/2026 | #25-01 Tree Planting- 7510 Frontier Trl |
| | | 3,459.00 | 9/17/2026 | |
| Hartman Companies | | 3,459.00 | | |
| HAWKINS CHEMICAL | 700-7019-4160 | 7,560.31 | 9/10/2026 | chemicals |
| | | 7,560.31 | 9/10/2026 | |
| HAWKINS CHEMICAL | 700-7019-4160 | 7,878.49 | 9/17/2026 | chemicals supplies |
| | | 7,878.49 | 9/17/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| HAWKINS CHEMICAL | | 15,438.80 | | |
| Health Strategies | 101-1120-4352 | 281.00 | 9/17/2026 | Medical Exam/Drug screen |
| | | 281.00 | 9/17/2026 | |
| Health Strategies | | 281.00 | | |
| HealthPartners, Inc. | 101-0000-2012 | 3,730.50 | 9/17/2026 | Health Insurance-October |
| HealthPartners, Inc. | 101-0000-2013 | 4,251.59 | 9/17/2026 | Dental Insurance-October |
| HealthPartners, Inc. | 101-0000-2013 | 50.01 | 9/17/2026 | Dental Insurance-October |
| HealthPartners, Inc. | 701-0000-2012 | 4,204.24 | 9/17/2026 | Health Insurance-October |
| HealthPartners, Inc. | 700-0000-2013 | 425.21 | 9/17/2026 | Dental Insurance-October |
| HealthPartners, Inc. | 101-0000-2012 | 80,063.52 | 9/17/2026 | Health Insurance-October |
| HealthPartners, Inc. | 720-0000-2012 | 2,909.77 | 9/17/2026 | Health Insurance-October |
| HealthPartners, Inc. | 700-0000-2012 | 8,531.59 | 9/17/2026 | Health Insurance-October |
| HealthPartners, Inc. | 720-0000-2013 | 100.02 | 9/17/2026 | Dental Insurance-October |
| HealthPartners, Inc. | 701-0000-2013 | 275.14 | 9/17/2026 | Dental Insurance-October |
| | | 104,541.59 | 9/17/2026 | |
| HealthPartners, Inc. | | 104,541.59 | | |
| Heidi's Freelance Art | 101-1220-4144 | 337.50 | 9/16/2026 | Face Painter for FD Open House |
| | | 337.50 | 9/16/2026 | |
| Heidi's Freelance Art | | 337.50 | | |
| HEISLER DIANE & BRETT | 700-0000-2020 | 16.20 | 9/9/2026 | Refund Check 098916-000, 7311 TROTTERS CIRCLE |
| HEISLER DIANE & BRETT | 701-0000-2020 | 21.80 | 9/9/2026 | Refund Check 098916-000, 7311 TROTTERS CIRCLE |
| HEISLER DIANE & BRETT | 720-0000-2020 | 17.52 | 9/9/2026 | Refund Check 098916-000, 7311 TROTTERS CIRCLE |
| HEISLER DIANE & BRETT | 700-0000-2020 | 1.70 | 9/9/2026 | Refund Check 098916-000, 7311 TROTTERS CIRCLE |
| | | 57.22 | 9/9/2026 | |
| HEISLER DIANE & BRETT | | 57.22 | | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Hennen Dan | 101-1600-3634 | 75.00 | 9/17/2026 | Field rental fee refund 9/9 |
| | | 75.00 | 9/17/2026 | |
| Hennen Dan | | 75.00 | | |
| Home Depot | 700-7019-4150 | 22.73 | 7/16/2026 | EWTP Coupler Plug inc flow 6pc Auto Plug Steel |
| Home Depot | 701-0000-4551 | 7.45 | 7/16/2026 | Screw Pan 20pc |
| Home Depot | 700-0000-4150 | 43.28 | 7/16/2026 | Tools for hydrants |
| Home Depot | 101-1220-4510 | 163.10 | 7/16/2026 | Cleaning Supplies |
| Home Depot | 700-7019-4150 | 48.02 | 7/16/2026 | EWTP Ratcheting Hand Clamp C- Clamp |
| Home Depot | 101-1220-4121 | 534.64 | 7/16/2026 | TV Stands |
| Home Depot | 101-1550-4510 | 129.51 | 7/16/2026 | 8x12 Smartside Lap, Behr Ultra Stain, Siding |
| Home Depot | 101-1220-4120 | 251.53 | 7/16/2026 | Compressor |
| Home Depot | 700-0000-4150 | 102.21 | 7/16/2026 | Paint for hydrants |
| Home Depot | 101-1550-4560 | 164.55 | 7/16/2026 | Sandwich signs (additions) |
| Home Depot | 701-0000-4551 | 20.20 | 7/16/2026 | Painters Touch Gloss Hunter Green Floor Flange |
| Home Depot | 101-1220-4142 | 54.90 | 7/16/2026 | Ratchet Straps |
| Home Depot | 101-1550-4260 | 186.25 | 7/16/2026 | Landscape cutters (additions) |
| Home Depot | 101-1220-4510 | 45.44 | 7/16/2026 | Floor Cleaner |
| Home Depot | 101-1220-4510 | 19.79 | 7/16/2026 | Cleaning Supplies |
| Home Depot | 101-1220-4510 | 83.54 | 7/16/2026 | Cleaning Supplies |
| Home Depot | 101-1550-4120 | 97.49 | 7/16/2026 | Tent weights (additions) |
| | | 1,974.63 | 7/16/2026 | |
| Home Depot | | 1,974.63 | | |
| Hope Breakfast Bar | 101-1123-4381 | 22.77 | 7/16/2026 | Lunch meeting with Sam Eicher with CRE Partners |
| | | 22.77 | 7/16/2026 | |
| Hope Breakfast Bar | | 22.77 | | |
| HUESMAN CARMEN | 720-0000-2020 | 16.08 | 9/9/2026 | Refund Check 018133-000, 3861 LONE CEDAR LANE |
| HUESMAN CARMEN | 700-0000-2020 | 1.55 | 9/9/2026 | Refund Check 018133-000, 3861 LONE CEDAR LANE |
| HUESMAN CARMEN | 701-0000-2020 | 20.24 | 9/9/2026 | Refund Check 018133-000, 3861 LONE CEDAR LANE |
| HUESMAN CARMEN | 700-0000-2020 | 14.72 | 9/9/2026 | Refund Check 018133-000, 3861 LONE CEDAR LANE |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 52.59 | 9/9/2026 | |
| HUESMAN CARMEN | | 52.59 | | |
| HUSKEY EMILY & KYLE | 700-0000-2020 | 1.22 | 9/9/2026 | Refund Check 104616-000, 7319 FAWN HILL ROAD |
| HUSKEY EMILY & KYLE | 700-0000-2020 | 41.28 | 9/9/2026 | Refund Check 104616-000, 7319 FAWN HILL ROAD |
| HUSKEY EMILY & KYLE | 720-0000-2020 | 12.72 | 9/9/2026 | Refund Check 104616-000, 7319 FAWN HILL ROAD |
| HUSKEY EMILY & KYLE | 701-0000-2020 | 6.89 | 9/9/2026 | Refund Check 104616-000, 7319 FAWN HILL ROAD |
| | | 62.11 | 9/9/2026 | |
| HUSKEY EMILY & KYLE | | 62.11 | | |
| I & S Group, Inc | 601-6103-4303 | 8,105.00 | 9/17/2026 | Bluff Creek Dr #27-03 |
| I & S Group, Inc | 101-1110-4371 | 2,000.00 | 9/17/2026 | Summer Employee Training |
| | | 10,105.00 | 9/17/2026 | |
| I & S Group, Inc | | 10,105.00 | | |
| ICMA | 101-1120-4370 | 175.00 | 7/16/2026 | ICMA session on Crisis Communications for Patrick |
| | | 175.00 | 7/16/2026 | |
| ICMA | | 175.00 | | |
| IMPARK | 700-0000-4381 | 11.21 | 7/16/2026 | school parking |
| IMPARK | 700-0000-4381 | 22.42 | 7/16/2026 | Parking pass for conference |
| IMPARK | 700-0000-4381 | 11.21 | 7/16/2026 | school parking |
| IMPARK | 701-0000-4381 | 11.21 | 7/16/2026 | school parking |
| IMPARK | 701-0000-4381 | 11.21 | 7/16/2026 | school parking |
| | | 67.26 | 7/16/2026 | |
| IMPARK | | 67.26 | | |
| Imperial Brady | 101-1120-4110 | 41.91 | 9/17/2026 | Cleaning Supplies |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 41.91 | 9/17/2026 | |
| Imperial Brady | | 41.91 | | |
| In-N-Out Burger | 101-1220-4381 | 23.24 | 7/16/2026 | Daisy & Ana meal while at conference |
| | | 23.24 | 7/16/2026 | |
| In-N-Out Burger | | 23.24 | | |
| JoinHomeBase.Com | 101-1616-4130 | 30.00 | 7/16/2026 | Seasonal staff scheduling software |
| | | 30.00 | 7/16/2026 | |
| JoinHomeBase.Com | | 30.00 | | |
| Jules' Bistro | 101-1123-4381 | 77.49 | 7/16/2026 | EDAM Return Lunch for Gwen/Sam/Rachel A/Rachel J |
| | | 77.49 | 7/16/2026 | |
| Jules' Bistro | | 77.49 | | |
| KHWAJA SCOTT & CHRISTINE | 700-0000-2020 | 116.54 | 9/9/2026 | Refund Check 100527-000, 9264 HAWKCREST COURT |
| KHWAJA SCOTT & CHRISTINE | 720-0000-2020 | 44.29 | 9/9/2026 | Refund Check 100527-000, 9264 HAWKCREST COURT |
| KHWAJA SCOTT & CHRISTINE | 700-0000-2020 | 0.52 | 9/9/2026 | Refund Check 100527-000, 9264 HAWKCREST COURT |
| KHWAJA SCOTT & CHRISTINE | 700-0000-2020 | 4.28 | 9/9/2026 | Refund Check 100527-000, 9264 HAWKCREST COURT |
| KHWAJA SCOTT & CHRISTINE | 701-0000-2020 | 51.35 | 9/9/2026 | Refund Check 100527-000, 9264 HAWKCREST COURT |
| KHWAJA SCOTT & CHRISTINE | 720-0000-2020 | 0.92 | 9/9/2026 | Refund Check 100527-000, 9264 HAWKCREST COURT |
| | | 217.90 | 9/9/2026 | |
| KHWAJA SCOTT & CHRISTINE | | 217.90 | | |
| KREMER SERVICES | 701-0000-4530 | 1,277.35 | 9/17/2026 | Leaf Spring |
| KREMER SERVICES | 701-0000-4140 | 192.00 | 9/17/2026 | U bolts |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 1,469.35 | 9/17/2026 | |
| KREMER SERVICES | | 1,469.35 | | |
| Kurilla Contracting Company | 720-7025-4751 | 31,279.94 | 9/17/2026 | 2025 Pond Maintenance Project |
| | | 31,279.94 | 9/17/2026 | |
| Kurilla Contracting Company | | 31,279.94 | | |
| KUSSKE CONSTRUCTION COMPANY | 700-0000-4552 | 16,765.03 | 9/10/2026 | water repair 101 at lake dr |
| | | 16,765.03 | 9/10/2026 | |
| KUSSKE CONSTRUCTION COMPANY | | 16,765.03 | | |
| Kwik Trip | 700-0000-4170 | 10.55 | 7/16/2026 | Portable generator fuel |
| Kwik Trip | 101-1370-4170 | 25.30 | 7/16/2026 | Fuel for new FD command vehicle |
| Kwik Trip | 701-0000-4170 | 10.54 | 7/16/2026 | Portable generator fuel |
| Kwik Trip | 101-1220-4510 | 50.06 | 7/16/2026 | LP |
| | | 96.45 | 7/16/2026 | |
| Kwik Trip | | 96.45 | | |
| LAMERE MARIE A DOBBINS | 700-0000-2020 | 52.72 | 9/9/2026 | Refund Check 020027-000, 6859 YUMA DRIVE |
| LAMERE MARIE A DOBBINS | 701-0000-2020 | 47.28 | 9/9/2026 | Refund Check 020027-000, 6859 YUMA DRIVE |
| | | 100.00 | 9/9/2026 | |
| LAMERE MARIE A DOBBINS | | 100.00 | | |
| Lano Equipment | 701-0000-4120 | 70.40 | 9/17/2026 | jack parts |
| | | 70.40 | 9/17/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Lano Equipment | | 70.40 | | |
| LEAGUE OF MN CITIES INS TRUST | 101-1170-4483 | 2,094.93 | 9/10/2026 | Payout for claim |
| | | 2,094.93 | 9/10/2026 | |
| LEAGUE OF MN CITIES INS TRUST | 101-0000-2017 | 53,128.00 | 9/17/2026 | Workers Comp |
| | | 53,128.00 | 9/17/2026 | |
| LEAGUE OF MN CITIES INS TRUST | | 55,222.93 | | |
| LITTLE TREE PROPERTIES LLC | 701-0000-2020 | 25.78 | 9/9/2026 | Refund Check 104885-000, 785 SANTA VERA |
| LITTLE TREE PROPERTIES LLC | 700-0000-2020 | 1.98 | 9/9/2026 | Refund Check 104885-000, 785 SANTA VERA |
| LITTLE TREE PROPERTIES LLC | 700-0000-2020 | 10.00 | 9/9/2026 | Refund Check 104885-000, 785 SANTA VERA |
| LITTLE TREE PROPERTIES LLC | 720-0000-2020 | 20.47 | 9/9/2026 | Refund Check 104885-000, 785 SANTA VERA |
| | | 58.23 | 9/9/2026 | |
| LITTLE TREE PROPERTIES LLC | | 58.23 | | |
| Lockridge Grindal Nauen P.L.L.P | 101-1110-4312 | 3,333.33 | 9/17/2026 | Lobbying expenses-September 2026 |
| | | 3,333.33 | 9/17/2026 | |
| Lockridge Grindal Nauen P.L.L.P | | 3,333.33 | | |
| Lunds & Byerly's | 101-1220-4372 | 42.33 | 7/16/2026 | ice and gatorade for auto ex training |
| Lunds & Byerly's | 101-1220-4290 | 2.82 | 7/16/2026 | hand sanitizer for vehicle 204 |
| Lunds & Byerly's | 101-1120-4371 | 40.59 | 7/16/2026 | Project Management training |
| | | 85.74 | 7/16/2026 | |
| Lunds & Byerly's | | 85.74 | | |
| Lyft | 101-1220-4381 | 41.75 | 7/16/2026 | Lyft from Airport to Hotel |
| Lyft | 101-1220-4381 | 56.35 | 7/16/2026 | Lyft to Airport |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 98.10 | 7/16/2026 | |
| Lyft | | 98.10 | | |
| Macqueen Emergency Group | 101-1220-4140 | 15.80 | 9/17/2026 | Shipping for replacement covers |
| Macqueen Emergency Group | 101-1220-4530 | 148.43 | 9/17/2026 | SCBA cleaning solution |
| | | 164.23 | 9/17/2026 | |
| Macqueen Emergency Group | | 164.23 | | |
| Master Electric Co. Inc. | 701-7025-4705 | 1,900.00 | 9/10/2026 | ARC flash study #34 |
| | | 1,900.00 | 9/10/2026 | |
| Master Electric Co. Inc. | | 1,900.00 | | |
| Med Box Grill | 101-1123-4381 | 9.78 | 7/16/2026 | Lunch mtg-Alex Rasmussen/Ana Regalado Americana |
| | | 9.78 | 7/16/2026 | |
| Med Box Grill | | 9.78 | | |
| Menards | 700-7019-4150 | 38.22 | 7/16/2026 | EWTP Bush PVC |
| Menards | 700-7043-4120 | 232.18 | 7/16/2026 | Platinum Stainless Char/Flex Couple/Radonaway fan |
| | | 270.40 | 7/16/2026 | |
| Menards | | 270.40 | | |
| Merlins Ace Hardware | 101-1530-4130 | 3.91 | 7/16/2026 | Cable ties |
| Merlins Ace Hardware | 101-1560-4120 | 19.99 | 7/16/2026 | Push broom for woodcarving group |
| | | 23.90 | 7/16/2026 | |
| MERLINS ACE HARDWARE | 700-0000-4150 | 69.95 | 9/17/2026 | Mineral Spirits  Adh 10oz Caulk Gun |
| MERLINS ACE HARDWARE | 101-1550-4120 | 171.61 | 9/17/2026 | Padlock  Platinum Grade  Anchor wedge |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| MERLINS ACE HARDWARE | 101-1320-4150 | 204.64 | 9/17/2026 | Marking Paint  Mending plate  Mailbox |
| MERLINS ACE HARDWARE | 700-7043-4150 | 17.98 | 9/17/2026 | Tubing Copper |
| | | 464.18 | 9/17/2026 | |
| MERLINS ACE HARDWARE | | 488.08 | | |
| Metronet Holdings, LLC | 101-1190-4310 | 106.59 | 9/9/2026 | Telephone & Communication Charges |
| | | 106.59 | 9/9/2026 | |
| Metronet Holdings, LLC | 700-7043-4310 | 56.65 | 9/16/2026 | Telephone & Communication Charges |
| | | 56.65 | 9/16/2026 | |
| Metronet Holdings, LLC | | 163.24 | | |
| METROPOLITAN COUNCIL | 701-0000-4509 | 264,887.91 | 9/17/2026 | Wastewater services-October 2026 |
| | | 264,887.91 | 9/17/2026 | |
| METROPOLITAN COUNCIL | | 264,887.91 | | |
| Metropolitan Council Enviromental Services | 701-0000-4509 | 20,000.00 | 7/16/2026 | MCES WW Service July 2026 |
| | | 20,000.00 | 7/16/2026 | |
| Metropolitan Council Enviromental Services | | 20,000.00 | | |
| Metropolitan Council, Env Svcs | 701-0000-2023 | 17,395.00 | 9/10/2026 | August 2026 SAC |
| Metropolitan Council, Env Svcs | 101-1250-3816 | -173.95 | 9/10/2026 | August 2026 SAC |
| | | 17,221.05 | 9/10/2026 | |
| Metropolitan Council, Env Svcs | 101-1310-4359 | 51.30 | 9/17/2026 | LC Per MN Statute 471.425 |
| Metropolitan Council, Env Svcs | 720-0000-4300 | 3,420.00 | 9/17/2026 | 2025 Citizen-Assisted Monitoring Program (CAMP) |
| | | 3,471.30 | 9/17/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Metropolitan Council, Env Svcs | | 20,692.35 | | |
| Minnesota Roadways Co | 101-1320-4157 | 461.00 | 9/17/2026 | asphalt emulsion |
| | | 461.00 | 9/17/2026 | |
| Minnesota Roadways Co | | 461.00 | | |
| Minnesota Trophies & Gifts | 101-1220-4121 | 12.50 | 7/16/2026 | FFoY Plaque Engraving |
| | | 12.50 | 7/16/2026 | |
| Minnesota Trophies & Gifts | | 12.50 | | |
| MINNETONKA TITLE | 700-0000-2020 | 2.83 | 9/9/2026 | Refund Check 013871-000, 4167 HALLGREN LANE |
| MINNETONKA TITLE | 720-0000-2020 | 29.27 | 9/9/2026 | Refund Check 013871-000, 4167 HALLGREN LANE |
| MINNETONKA TITLE | 700-0000-2020 | 35.81 | 9/9/2026 | Refund Check 013871-000, 4167 HALLGREN LANE |
| MINNETONKA TITLE | 701-0000-2020 | 37.29 | 9/9/2026 | Refund Check 013871-000, 4167 HALLGREN LANE |
| | | 105.20 | 9/9/2026 | |
| MINNETONKA TITLE | | 105.20 | | |
| MN Board of AELSLAGID | 101-1310-4360 | 122.50 | 7/16/2026 | PE Renewal - MG |
| | | 122.50 | 7/16/2026 | |
| MN Board of AELSLAGID | | 122.50 | | |
| MN Board of Firefighter Training & Education | 101-1220-4360 | 150.00 | 7/16/2026 | MN FF license renewal |
| MN Board of Firefighter Training & Education | 101-1220-4360 | 750.00 | 7/16/2026 | MN FF license renewal |
| | | 900.00 | 7/16/2026 | |
| MN Board of Firefighter Training & Education | | 900.00 | | |
| MN Dept of Agriculture | 101-1540-4130 | 102.50 | 7/16/2026 | Lake Ann Concession Stand Licensing |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| MN Dept of Agriculture | 101-1540-4130 | 2.20 | 7/16/2026 | Lake Ann Concession Stand Licensing |
| | | 104.70 | 7/16/2026 | |
| MN Dept of Agriculture | | 104.70 | | |
| MN DEPT OF HEALTH | 700-0000-4509 | 33,377.00 | 9/16/2026 | Water Supply connection fee |
| | | 33,377.00 | 9/16/2026 | |
| MN DEPT OF HEALTH | | 33,377.00 | | |
| MN Dept of Labor and Industry | 101-1250-4360 | 85.00 | 7/16/2026 | Gibbons building official license renewal |
| | | 85.00 | 7/16/2026 | |
| MN DEPT OF LABOR AND INDUSTRY | 101-0000-2022 | 4,532.97 | 9/10/2026 | August 2026 Surcharge |
| MN DEPT OF LABOR AND INDUSTRY | 101-1250-3818 | -90.66 | 9/10/2026 | August 2026 Surcharge |
| | | 4,442.31 | 9/10/2026 | |
| MN DEPT OF LABOR AND INDUSTRY | | 4,527.31 | | |
| MN DEPT OF TRANSPORTATION | 601-6064-4303 | 2,291.17 | 9/10/2026 | Great Plains/Lake Dr E |
| MN DEPT OF TRANSPORTATION | 601-6057-4303 | 1,323.93 | 9/10/2026 | Market Blvd |
| | | 3,615.10 | 9/10/2026 | |
| MN DEPT OF TRANSPORTATION | | 3,615.10 | | |
| MN STATE FIRE CHIEFS ASSOC. | 101-1220-4370 | 725.00 | 9/17/2026 | MSFCA Annual Conference registrations Rowan/Smith |
| | | 725.00 | 9/17/2026 | |
| MN STATE FIRE CHIEFS ASSOC. | | 725.00 | | |
| MN VALLEY ELECTRIC COOP | 101-1350-4320 | 146.68 | 9/16/2026 | Electric Charges |
| MN VALLEY ELECTRIC COOP | 101-1350-4320 | 278.70 | 9/16/2026 | Electric Charges |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 425.38 | 9/16/2026 | |
| MN VALLEY ELECTRIC COOP | | 425.38 | | |
| Moiswell | 700-7019-4120 | 707.48 | 7/16/2026 | EWTP Pint commerical Dehumidifiers |
| | | 707.48 | 7/16/2026 | |
| Moiswell | | 707.48 | | |
| Muck Boot Company | 701-0000-4240 | 90.00 | 7/16/2026 | Chore Classic Men's Steel Toe XF |
| Muck Boot Company | 700-0000-4240 | 90.00 | 7/16/2026 | Chore Classic Men's Steel Toe XF |
| | | 180.00 | 7/16/2026 | |
| Muck Boot Company | | 180.00 | | |
| Municipal Clerk and Finance Officers | 101-1120-4360 | 50.00 | 7/16/2026 | Dues for MCFOA memebership |
| | | 50.00 | 7/16/2026 | |
| Municipal Clerk and Finance Officers | | 50.00 | | |
| Name Tag Inc | 101-1120-4110 | 25.50 | 7/16/2026 | Pins for name plaques |
| | | 25.50 | 7/16/2026 | |
| Name Tag Inc | | 25.50 | | |
| NAPA AUTO & TRUCK PARTS | 101-1370-4530 | 685.26 | 9/10/2026 | air pedal assembly (tire machine) |
| | | 685.26 | 9/10/2026 | |
| NAPA AUTO & TRUCK PARTS | 101-1370-4120 | 23.96 | 9/17/2026 | air fitting |
| NAPA AUTO & TRUCK PARTS | 101-1370-4140 | 155.52 | 9/17/2026 | filters |
| NAPA AUTO & TRUCK PARTS | 101-1370-4140 | 116.16 | 9/17/2026 | filters adhesive light |
| NAPA AUTO & TRUCK PARTS | 101-1370-4140 | 103.17 | 9/17/2026 | filters |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| NAPA AUTO & TRUCK PARTS | 101-1370-4140 | 6.99 | 9/17/2026 | filter |
| | | 405.80 | 9/17/2026 | |
| NAPA AUTO & TRUCK PARTS | | 1,091.06 | | |
| Normandale Center for Healing & Wholeness | 101-1560-4130 | 120.00 | 9/10/2026 | Powerful Tools for Caregivers class participant fee |
| | | 120.00 | 9/10/2026 | |
| Normandale Center for Healing & Wholeness | | 120.00 | | |
| North American Safety, Inc. | 701-0000-4240 | 480.00 | 9/17/2026 | clothing/ caps |
| North American Safety, Inc. | 700-0000-4240 | 480.00 | 9/17/2026 | clothing/ caps |
| | | 960.00 | 9/17/2026 | |
| North American Safety, Inc. | | 960.00 | | |
| Northstar Companies | 101-1220-4240 | 920.82 | 7/16/2026 | Duty crew t shirts |
| | | 920.82 | 7/16/2026 | |
| Northstar Companies | 101-1220-4240 | 128.00 | 9/10/2026 | Duty uniforms - job shirts and polos for D. Bird |
| | | 128.00 | 9/10/2026 | |
| Northstar Companies | | 1,048.82 | | |
| NORTHWEST ASPHALT INC | 720-6064-4751 | 16,779.70 | 9/10/2026 | Lake Drive East Rehab |
| NORTHWEST ASPHALT INC | 601-6064-4751 | 291,548.99 | 9/10/2026 | Lake Drive East Rehab |
| | | 308,328.69 | 9/10/2026 | |
| NORTHWEST ASPHALT INC | | 308,328.69 | | |
| NOVEL SOLAR THREE, LLC | 700-0000-4320 | 7,784.05 | 9/10/2026 | Electric Charges |
| NOVEL SOLAR THREE, LLC | 701-0000-4320 | 4,290.09 | 9/10/2026 | Electric Charges |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| NOVEL SOLAR THREE, LLC | 101-1350-4320 | 163.72 | 9/10/2026 | Electric Charges |
| | | 12,237.86 | 9/10/2026 | |
| NOVEL SOLAR THREE, LLC | | 12,237.86 | | |
| NvoicePay | 101-1130-4300 | 764.64 | 9/17/2026 | Payment processing-August 2026 |
| | | 764.64 | 9/17/2026 | |
| NvoicePay | | 764.64 | | |
| Office Max/Office Depot | 101-1550-4120 | 38.28 | 7/16/2026 | Hole punches (replacements) |
| Office Max/Office Depot | 101-1420-4120 | 26.04 | 7/16/2026 | Stickers |
| | | 64.32 | 7/16/2026 | |
| Office Max/Office Depot | | 64.32 | | |
| Olson Erin | 101-0000-2073 | 500.00 | 9/17/2026 | Erosion escrow 2630 Forest Ave #695214 |
| | | 500.00 | 9/17/2026 | |
| Olson Erin | | 500.00 | | |
| O'Reilly Automotive Inc | 101-1220-4140 | 28.61 | 9/17/2026 | Washer Hose |
| O'Reilly Automotive Inc | 701-0000-4530 | -4.44 | 9/17/2026 | Coolant Cap - Return |
| O'Reilly Automotive Inc | 701-0000-4520 | 46.60 | 9/17/2026 | Brake Pad |
| | | 70.77 | 9/17/2026 | |
| O'Reilly Automotive Inc | | 70.77 | | |
| Organic Recycling | 101-1425-4300 | 975.00 | 7/16/2026 | compost for community garden |
| | | 975.00 | 7/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Organic Recycling | | 975.00 | | |
| ORTIZ DURAN GOCHICOA SEBASTIAN | 700-0000-2020 | 0.64 | 9/9/2026 | Refund Check 099095-002, 6451 BRETTON WAY |
| ORTIZ DURAN GOCHICOA SEBASTIAN | 720-0000-2020 | 6.58 | 9/9/2026 | Refund Check 099095-002, 6451 BRETTON WAY |
| ORTIZ DURAN GOCHICOA SEBASTIAN | 700-0000-2020 | 6.21 | 9/9/2026 | Refund Check 099095-002, 6451 BRETTON WAY |
| ORTIZ DURAN GOCHICOA SEBASTIAN | 701-0000-2020 | 16.01 | 9/9/2026 | Refund Check 099095-002, 6451 BRETTON WAY |
| | | 29.44 | 9/9/2026 | |
| ORTIZ DURAN GOCHICOA SEBASTIAN | | 29.44 | | |
| Ouverson Sewer and Water | 701-0000-4553 | 6,000.00 | 9/10/2026 | OSW Lining – 8018 Dakota Ave |
| | | 6,000.00 | 9/10/2026 | |
| Ouverson Sewer and Water | | 6,000.00 | | |
| Panera Bread | 101-1120-4110 | 130.64 | 7/16/2026 | Accidental charge personal / reimbursed Receipt #763593 |
| | | 130.64 | 7/16/2026 | |
| Panera Bread | | 130.64 | | |
| Patrick McGovern's | 701-0000-4381 | 74.86 | 7/16/2026 | Lunch for Jake Bill & Matt |
| | | 74.86 | 7/16/2026 | |
| Patrick McGovern's | | 74.86 | | |
| PILLAR TITLE SERVICES | 700-0000-2020 | 83.54 | 9/9/2026 | Refund Check 020395-000, 800 FOX COURT |
| PILLAR TITLE SERVICES | 701-0000-2020 | 73.94 | 9/9/2026 | Refund Check 020395-000, 800 FOX COURT |
| PILLAR TITLE SERVICES | 700-0000-2020 | 2.11 | 9/9/2026 | Refund Check 020395-000, 800 FOX COURT |
| PILLAR TITLE SERVICES | 720-0000-2020 | 21.76 | 9/9/2026 | Refund Check 020395-000, 800 FOX COURT |
| | | 181.35 | 9/9/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| PILLAR TITLE SERVICES | | 181.35 | | |
| Pinnacle Pest Control | 101-1220-4510 | 200.00 | 9/17/2026 | Pest Control |
| Pinnacle Pest Control | 101-1312-4510 | 250.00 | 9/17/2026 | Pest Control |
| Pinnacle Pest Control | 101-1170-4510 | 250.00 | 9/17/2026 | Pest Control |
| Pinnacle Pest Control | 700-7043-4510 | 125.00 | 9/17/2026 | Pest Control |
| Pinnacle Pest Control | 101-1190-4510 | 225.00 | 9/17/2026 | Pest Control |
| Pinnacle Pest Control | 700-7019-4510 | 125.00 | 9/17/2026 | Pest Control |
| | | 1,175.00 | 9/17/2026 | |
| Pinnacle Pest Control | | 1,175.00 | | |
| POMP'S TIRE SERVICE INC | 101-1320-4120 | 955.36 | 9/17/2026 | tires (149) |
| | | 955.36 | 9/17/2026 | |
| POMP'S TIRE SERVICE INC | | 955.36 | | |
| Potbelly Sandwich Shop | 101-1110-4372 | 191.73 | 7/16/2026 | City Council Meals |
| | | 191.73 | 7/16/2026 | |
| Potbelly Sandwich Shop | | 191.73 | | |
| PRECISE MRM LLC | 101-1320-4300 | 357.00 | 9/17/2026 | AVL plow trucks |
| | | 357.00 | 9/17/2026 | |
| PRECISE MRM LLC | | 357.00 | | |
| Precision Utilities | 700-0000-4552 | 1,930.50 | 9/17/2026 | service line damaged by franchise utility company |
| Precision Utilities | 700-0000-4552 | 4,723.00 | 9/17/2026 | pleasant view rd service leak |
| | | 6,653.50 | 9/17/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Precision Utilities | | 6,653.50 | | |
| Premium Waters, Inc | 101-1550-4120 | 4.38 | 9/17/2026 | Lake Ann Water |
| | | 4.38 | 9/17/2026 | |
| Premium Waters, Inc | | 4.38 | | |
| Pro-Tree Outdoor Services | 601-6064-4751 | 7,415.09 | 9/17/2026 | Tree Removal & Stump Grinding- 370 Lake Drive E |
| Pro-Tree Outdoor Services | 101-1425-4300 | 1,800.00 | 9/17/2026 | Level 3 Assessment- 3 trees |
| | | 9,215.09 | 9/17/2026 | |
| Pro-Tree Outdoor Services | | 9,215.09 | | |
| PTR Electronics LLC | 101-1370-4530 | 100.00 | 7/16/2026 | Solder repair |
| | | 100.00 | 7/16/2026 | |
| PTR Electronics LLC | | 100.00 | | |
| PumpAlarm.com | 700-7019-4120 | 49.99 | 7/16/2026 | Reservoir backup alarm |
| | | 49.99 | 7/16/2026 | |
| PumpAlarm.com | | 49.99 | | |
| Rain for Rent | 720-7207-4406 | 3,516.37 | 9/17/2026 | sump manhole material |
| Rain for Rent | 720-7207-4406 | 968.13 | 9/17/2026 | liner/ rolloff container |
| | | 4,484.50 | 9/17/2026 | |
| Rain for Rent | | 4,484.50 | | |
| Renaissance Hotels | 101-1220-4381 | 556.26 | 7/16/2026 | Conference lodging |
| Renaissance Hotels | 101-1220-4381 | 556.26 | 7/16/2026 | Conference lodging |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 1,112.52 | 7/16/2026 | |
| Renaissance Hotels | | 1,112.52 | | |
| Rent N Save Portable Services | 101-1550-4400 | 5,505.20 | 9/10/2026 | portable restrooms |
| | | 5,505.20 | 9/10/2026 | |
| Rent N Save Portable Services | | 5,505.20 | | |
| River's Edge Concrete | 101-1320-4157 | 745.00 | 9/17/2026 | curb repair 1001 park rd |
| | | 745.00 | 9/17/2026 | |
| River's Edge Concrete | | 745.00 | | |
| ROADKILL ANIMAL CONTROL | 101-1320-4300 | 129.00 | 9/17/2026 | picking up road kill |
| | | 129.00 | 9/17/2026 | |
| ROADKILL ANIMAL CONTROL | | 129.00 | | |
| Rukavina Amy | 101-0000-2073 | 500.00 | 9/17/2026 | Erosion escrow 7623 Century Place -#771089 |
| | | 500.00 | 9/17/2026 | |
| Rukavina Amy | | 500.00 | | |
| SCHAEFER LUCILLE | 720-0000-2020 | 8.36 | 9/9/2026 | Refund Check 011109-000, 800 BUCKINGWOOD COURT |
| SCHAEFER LUCILLE | 700-0000-2020 | 0.93 | 9/9/2026 | Refund Check 011109-000, 800 BUCKINGWOOD COURT |
| | | 9.29 | 9/9/2026 | |
| SCHAEFER LUCILLE | | 9.29 | | |
| Scotchman Industries Inc | 101-1370-4260 | 217.54 | 7/16/2026 | Metal fabrication |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 217.54 | 7/16/2026 | |
| Scotchman Industries Inc | | 217.54 | | |
| SCOTT NELSON COACHING INC | 101-1220-4370 | 900.00 | 9/17/2026 | Leadership coaching |
| | | 900.00 | 9/17/2026 | |
| SCOTT NELSON COACHING INC | | 900.00 | | |
| Senja Inc | 101-1539-4343 | 173.60 | 9/10/2026 | Tai Chi Instruction |
| | | 173.60 | 9/10/2026 | |
| Senja Inc | | 173.60 | | |
| Smartpress.com | 101-1620-4340 | 167.81 | 7/16/2026 | Concert Series magnets |
| | | 167.81 | 7/16/2026 | |
| Smartpress.com | | 167.81 | | |
| Spark Hire Inc | 101-1120-4300 | 2,691.00 | 7/16/2026 | Spark Hire video interview software 2026 invoice 2 of 2 |
| | | 2,691.00 | 7/16/2026 | |
| Spark Hire Inc | | 2,691.00 | | |
| Sports Facilities Companies LLC | 416-0000-4300 | 45,000.00 | 9/17/2026 | Pre-Opening Fee |
| | | 45,000.00 | 9/17/2026 | |
| Sports Facilities Companies LLC | | 45,000.00 | | |
| Springbrook | 701-0000-4358 | 164.48 | 9/10/2026 | CivicPay Transaction Fee |
| Springbrook | 720-0000-4358 | 82.24 | 9/10/2026 | CivicPay Transaction Fee |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Springbrook | 700-0000-4358 | 164.48 | 9/10/2026 | CivicPay Transaction Fee |
| | | 411.20 | 9/10/2026 | |
| Springbrook | | 411.20 | | |
| Stampli | 101-1130-4300 | 1,362.00 | 7/16/2026 | AP Processing May 2026 |
| | | 1,362.00 | 7/16/2026 | |
| Stampli | | 1,362.00 | | |
| STAVROU CHRISTO & JENNIFER | 701-0000-2020 | 59.12 | 9/9/2026 | Refund Check 101021-000, 1570 CREEK RUN TRAIL |
| STAVROU CHRISTO & JENNIFER | 700-0000-2020 | 31.16 | 9/9/2026 | Refund Check 101021-000, 1570 CREEK RUN TRAIL |
| STAVROU CHRISTO & JENNIFER | 700-0000-2020 | 2.83 | 9/9/2026 | Refund Check 101021-000, 1570 CREEK RUN TRAIL |
| STAVROU CHRISTO & JENNIFER | 720-0000-2020 | 29.30 | 9/9/2026 | Refund Check 101021-000, 1570 CREEK RUN TRAIL |
| | | 122.41 | 9/9/2026 | |
| STAVROU CHRISTO & JENNIFER | | 122.41 | | |
| Sticker Mule | 101-1310-4336 | 88.19 | 7/16/2026 | Magnets for 2026 City Rehabilitation Project |
| | | 88.19 | 7/16/2026 | |
| Sticker Mule | | 88.19 | | |
| STORTS RANDAL SCOTT & BRECK MARIE | 701-0000-2020 | 12.34 | 9/9/2026 | Refund Check 021129-000, 6365 OXBOW BEND |
| STORTS RANDAL SCOTT & BRECK MARIE | 700-0000-2020 | 22.00 | 9/9/2026 | Refund Check 021129-000, 6365 OXBOW BEND |
| STORTS RANDAL SCOTT & BRECK MARIE | 700-0000-2020 | 0.32 | 9/9/2026 | Refund Check 021129-000, 6365 OXBOW BEND |
| STORTS RANDAL SCOTT & BRECK MARIE | 720-0000-2020 | 3.26 | 9/9/2026 | Refund Check 021129-000, 6365 OXBOW BEND |
| | | 37.92 | 9/9/2026 | |
| STORTS RANDAL SCOTT & BRECK MARIE | | 37.92 | | |
| Sun Country | 101-1125-4381 | 502.48 | 7/16/2026 | Airfare for Patrick-3CMA conference in Denver CO |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 502.48 | 7/16/2026 | |
| Sun Country | | 502.48 | | |
| Target | 101-1220-4121 | 76.98 | 7/16/2026 | Air Mattresses |
| Target | 601-6057-4300 | 11.98 | 7/16/2026 | Ice Mountain Water |
| Target | 101-1616-4130 | 6.19 | 7/16/2026 | Barnum's Animals Crackers |
| Target | 101-1620-4130 | 24.60 | 7/16/2026 | Assorted Brand Candy  Mars |
| Target | 101-1600-4130 | 55.70 | 7/16/2026 | Stone Creek Project - Candy for in-person voting |
| Target | 101-1600-4130 | 8.65 | 7/16/2026 | Clear Disposable Cups |
| Target | 101-1616-4130 | 36.51 | 7/16/2026 | Barnum's Animals Crackers, paper towels |
| Target | 101-1616-4130 | 61.90 | 7/16/2026 | Barnum's Animals Crackers |
| Target | 101-1540-4130 | 86.80 | 7/16/2026 | Lk Ann Concession Stand-Restock Buns & Supplies |
| Target | 101-1616-4130 | 37.14 | 7/16/2026 | Barnum's Animals Crackers |
| Target | 101-1540-4130 | 3.19 | 7/16/2026 | Lake Ann Concession Stand - Hot Dog Buns |
| Target | 101-1540-4130 | 36.28 | 7/16/2026 | Glad  Velcro (Cleaning supplies) |
| Target | 101-1560-4112 | 9.77 | 7/16/2026 | Tea bags & disinfectant spray |
| Target | 101-1540-4130 | 64.03 | 7/16/2026 | Lk Ann Concession Stand-Restock Buns & Supplies |
| Target | 101-1420-4120 | 9.99 | 7/16/2026 | Dum Dums |
| Target | 101-1540-4130 | 87.09 | 7/16/2026 | Concession Supplies - Hot Dog Buns & Condiments |
| | | 616.80 | 7/16/2026 | |
| Target | | 616.80 | | |
| Taylor Electric Company, LLC | 101-1350-4565 | 9,785.00 | 9/10/2026 | replacement of a fed point |
| | | 9,785.00 | 9/10/2026 | |
| Taylor Electric Company, LLC | | 9,785.00 | | |
| TBEI, Inc | 400-4152-4704 | 61,000.00 | 9/10/2026 | Box and Hoist for 101 |
| | | 61,000.00 | 9/10/2026 | |
| TBEI, Inc | | 61,000.00 | | |
| The Business Journal | 101-1120-4360 | 230.00 | 7/16/2026 | The Business Journal Annual Subscription |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 230.00 | 7/16/2026 | |
| The Business Journal | | 230.00 | | |
| THE ESTATE OF WENDY J. EVENSON | 720-0000-2020 | 5.70 | 9/9/2026 | Refund Check 011869-000, 885 KIMBERLY LANE |
| THE ESTATE OF WENDY J. EVENSON | 700-0000-2020 | 14.48 | 9/9/2026 | Refund Check 011869-000, 885 KIMBERLY LANE |
| THE ESTATE OF WENDY J. EVENSON | 701-0000-2020 | 37.37 | 9/9/2026 | Refund Check 011869-000, 885 KIMBERLY LANE |
| THE ESTATE OF WENDY J. EVENSON | 700-0000-2020 | 2.87 | 9/9/2026 | Refund Check 011869-000, 885 KIMBERLY LANE |
| | | 60.42 | 9/9/2026 | |
| THE ESTATE OF WENDY J. EVENSON | | 60.42 | | |
| The Mustard Seed | 700-0000-4150 | 111.99 | 7/16/2026 | sod for yard restoration off Minnewashta Pkwy |
| | | 111.99 | 7/16/2026 | |
| The Mustard Seed | | 111.99 | | |
| The O.G. Coffee & Wine Bar | 101-1123-4381 | 3.62 | 7/16/2026 | Coffee meeting with Kat Nelson-Chan resident follow up |
| The O.G. Coffee & Wine Bar | 101-1123-4381 | 8.82 | 7/16/2026 | Coffee meeting with Phil Cattanach from Opus |
| The O.G. Coffee & Wine Bar | 101-1123-4381 | 8.82 | 7/16/2026 | Coffee with Eric Anderson former EDC Chair |
| The O.G. Coffee & Wine Bar | 101-1123-4381 | 6.91 | 7/16/2026 | Coffee meeting with Tamar Ribnick from HGA |
| | | 28.17 | 7/16/2026 | |
| The O.G. Coffee & Wine Bar | | 28.17 | | |
| THE TITLE GROUP INC | 700-0000-2020 | 26.33 | 9/9/2026 | Refund Check 101089-000, 6881 REDWING LANE |
| THE TITLE GROUP INC | 720-0000-2020 | 39.28 | 9/9/2026 | Refund Check 101089-000, 6881 REDWING LANE |
| THE TITLE GROUP INC | 700-0000-2020 | 3.80 | 9/9/2026 | Refund Check 101089-000, 6881 REDWING LANE |
| THE TITLE GROUP INC | 701-0000-2020 | 24.62 | 9/9/2026 | Refund Check 101089-000, 6881 REDWING LANE |
| THE TITLE GROUP INC | 700-0000-2020 | 115.21 | 9/9/2026 | Refund Check 008541-000, 7638 RIDGEVIEW WAY |
| THE TITLE GROUP INC | 720-0000-2020 | 21.46 | 9/9/2026 | Refund Check 008541-000, 7638 RIDGEVIEW WAY |
| THE TITLE GROUP INC | 701-0000-2020 | 9.92 | 9/9/2026 | Refund Check 008541-000, 7638 RIDGEVIEW WAY |
| THE TITLE GROUP INC | 700-0000-2020 | 2.08 | 9/9/2026 | Refund Check 008541-000, 7638 RIDGEVIEW WAY |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 242.70 | 9/9/2026 | |
| THE TITLE GROUP INC | | 242.70 | | |
| THE TRUST OF WILLIAM & KERI STELLE | 720-0000-2020 | 11.14 | 9/9/2026 | Refund Check 013870-000, 4153 HALLGREN LANE |
| THE TRUST OF WILLIAM & KERI STELLE | 700-0000-2020 | 1.08 | 9/9/2026 | Refund Check 013870-000, 4153 HALLGREN LANE |
| THE TRUST OF WILLIAM & KERI STELLE | 700-0000-2020 | 40.11 | 9/9/2026 | Refund Check 013870-000, 4153 HALLGREN LANE |
| THE TRUST OF WILLIAM & KERI STELLE | 701-0000-2020 | 14.04 | 9/9/2026 | Refund Check 013870-000, 4153 HALLGREN LANE |
| | | 66.37 | 9/9/2026 | |
| THE TRUST OF WILLIAM & KERI STELLE | | 66.37 | | |
| Thirsty Lion | 101-1220-4381 | 58.71 | 7/16/2026 | Daisy & Ana meal while at conference |
| | | 58.71 | 7/16/2026 | |
| Thirsty Lion | | 58.71 | | |
| TimeSaver Off Site Secretarial, Inc | 101-1125-4300 | 178.00 | 9/17/2026 | City Council Meeting 1 Hour 8-31-26 |
| | | 178.00 | 9/17/2026 | |
| TimeSaver Off Site Secretarial, Inc | | 178.00 | | |
| TITLESMART INC | 720-0000-2020 | 21.22 | 9/9/2026 | Refund Check 097741-000, 9091 RIVER ROCK DRIVE N |
| TITLESMART INC | 700-0000-2020 | 37.46 | 9/9/2026 | Refund Check 097741-000, 9091 RIVER ROCK DRIVE N |
| TITLESMART INC | 701-0000-2020 | 3.73 | 9/9/2026 | Refund Check 097741-000, 9091 RIVER ROCK DRIVE N |
| TITLESMART INC | 700-0000-2020 | 2.05 | 9/9/2026 | Refund Check 097741-000, 9091 RIVER ROCK DRIVE N |
| | | 64.46 | 9/9/2026 | |
| TITLESMART INC | | 64.46 | | |
| Tuff Shed, Inc. | 101-0000-2073 | 500.00 | 9/17/2026 | Erosion escrow 6820 Penamint Ln #772379 |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 500.00 | 9/17/2026 | |
| Tuff Shed, Inc. | | 500.00 | | |
| U of M Contlearning | 720-0000-4370 | 225.00 | 7/16/2026 | Required training for erosion control inspections |
| | | 225.00 | 7/16/2026 | |
| U of M Contlearning | | 225.00 | | |
| Uline.com | 101-1600-4340 | 294.89 | 7/16/2026 | Department A-frame promotional/directional signs |
| | | 294.89 | 7/16/2026 | |
| Uline.com | | 294.89 | | |
| US Bank Rebate | 101-1130-3903 | -3,405.86 | 7/16/2026 | US Bank Rebate |
| | | -3,405.86 | 7/16/2026 | |
| US Bank Rebate | | -3,405.86 | | |
| USA BLUE BOOK | 701-0000-4551 | 29.83 | 9/10/2026 | Late fee-Inv #01001553 |
| USA BLUE BOOK | 700-7019-4160 | 5,514.70 | 9/10/2026 | chemicals sample/analyzer |
| | | 5,544.53 | 9/10/2026 | |
| USA BLUE BOOK | | 5,544.53 | | |
| Vavrin John | 101-1614-4345 | 350.00 | 9/17/2026 | DJ for Annual Halloween Party |
| | | 350.00 | 9/17/2026 | |
| Vavrin John | | 350.00 | | |
| Viel Stephen | 701-7060-4901 | 7,100.00 | 9/16/2026 | PrivateProperty I&I Grant Reimburse-6531 Quail Crossing |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 7,100.00 | 9/16/2026 | |
| Viel Stephen | | 7,100.00 | | |
| Vogel Amy | 101-1425-4906 | 150.00 | 9/17/2026 | Tree Rebate- 2 trees |
| | | 150.00 | 9/17/2026 | |
| Vogel Amy | | 150.00 | | |
| Waste Management of Minnesota, Inc | 101-1190-4329 | 360.59 | 9/17/2026 | Garbage service-September |
| Waste Management of Minnesota, Inc | 701-0000-4329 | 18.81 | 9/17/2026 | Garbage Service-September |
| Waste Management of Minnesota, Inc | 101-1550-4329 | 782.42 | 9/17/2026 | Garbage Service-September |
| Waste Management of Minnesota, Inc | 101-1550-4300 | 344.57 | 9/17/2026 | Lake Ann Shop Clean |
| Waste Management of Minnesota, Inc | 700-0000-4329 | 18.81 | 9/17/2026 | Garbage Service-September |
| Waste Management of Minnesota, Inc | 101-1170-4329 | 195.78 | 9/17/2026 | Garbage service-September |
| Waste Management of Minnesota, Inc | 101-1220-4329 | 87.13 | 9/17/2026 | Garbage service-September |
| Waste Management of Minnesota, Inc | 101-1312-4329 | 150.51 | 9/17/2026 | Garbage Service-September |
| | | 1,958.62 | 9/17/2026 | |
| Waste Management of Minnesota, Inc | | 1,958.62 | | |
| WATERMARK TITLE AGENCY | 720-0000-2020 | 12.13 | 9/9/2026 | Refund Check 019679-000, 6440 ORIOLE AVENUE |
| WATERMARK TITLE AGENCY | 701-0000-2020 | 6.99 | 9/9/2026 | Refund Check 019679-000, 6440 ORIOLE AVENUE |
| WATERMARK TITLE AGENCY | 700-0000-2020 | 7.39 | 9/9/2026 | Refund Check 019679-000, 6440 ORIOLE AVENUE |
| WATERMARK TITLE AGENCY | 700-0000-2020 | 1.17 | 9/9/2026 | Refund Check 019679-000, 6440 ORIOLE AVENUE |
| | | 27.68 | 9/9/2026 | |
| WATERMARK TITLE AGENCY | | 27.68 | | |
| Weed Man | 101-1550-4300 | 151.30 | 7/16/2026 | Contractor weed treatments - Tequila Butcher |
| Weed Man | 101-1550-4300 | 65.45 | 7/16/2026 | Contractor weed treatments - Fire Station 1 |
| Weed Man | 101-1550-4300 | 81.60 | 7/16/2026 | Contractor weed treatments - PW |
| Weed Man | 101-1550-4300 | 117.30 | 7/16/2026 | Contractor weed treatments - S Lotus Lake Tennis Courts |
| Weed Man | 101-1550-4300 | 166.60 | 7/16/2026 | Contractor weed treatments - Powers to Kerber |
| Weed Man | 101-1550-4300 | 158.10 | 7/16/2026 | Contractor weed treatments - EWTP |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Weed Man | 101-1550-4300 | 198.05 | 7/16/2026 | Contractor weed treatments - Kerber Pond Park |
| Weed Man | 101-1550-4300 | 90.95 | 7/16/2026 | Contractor weed treatments - Kerber to Laredo |
| Weed Man | 101-1550-4300 | 166.60 | 7/16/2026 | Contractor weed treatments - W 78th & Great Plains |
| Weed Man | 101-1550-4300 | 147.05 | 7/16/2026 | Contractor weed treatments - City Hall to Library |
| Weed Man | 101-1550-4300 | 147.05 | 7/16/2026 | Contractor weed treatments - Laredo to CDT |
| Weed Man | 101-1550-4300 | 103.70 | 7/16/2026 | Contractor weed treatments - WWTP |
| | | 1,593.75 | 7/16/2026 | |
| Weed Man | | 1,593.75 | | |
| West Bay Homes LLC | 101-0000-2072 | 2,500.00 | 9/17/2026 | As-Built escrow 9881 Deerbrook Dr -Receipt #00712661 |
| | | 2,500.00 | 9/17/2026 | |
| West Bay Homes LLC | | 2,500.00 | | |
| Williams Bridget & Brett | 101-0000-2073 | 500.00 | 9/10/2026 | Erosion escrow 91 Shasta Cir E #750658 |
| | | 500.00 | 9/10/2026 | |
| Williams Bridget & Brett | | 500.00 | | |
| Worden Safety & Chocks | 101-1220-4120 | 154.91 | 7/16/2026 | Wheel chocks |
| | | 154.91 | 7/16/2026 | |
| Worden Safety & Chocks | | 154.91 | | |
| WSB & ASSOCIATES INC | 720-0000-4300 | 465.00 | 9/10/2026 | 2026 WR Support Services |
| WSB & ASSOCIATES INC | 720-0000-4300 | 3,958.25 | 9/10/2026 | 2026 WCA Support |
| WSB & ASSOCIATES INC | 601-6040-4300 | 1,215.88 | 9/10/2026 | City @ 25% |
| WSB & ASSOCIATES INC | 601-6140-4300 | 3,647.67 | 9/10/2026 | County @75% |
| | | 9,286.80 | 9/10/2026 | |
| WSB & ASSOCIATES INC | 410-0000-4706 | 421.51 | 9/17/2026 | Lake Ann Beach Improvements |
| WSB & ASSOCIATES INC | 701-6066-4303 | 677.25 | 9/17/2026 | Sanitary Sewer Extension - 8850 Audubon Road |
| WSB & ASSOCIATES INC | 720-7025-4300 | 14,247.25 | 9/17/2026 | 2025 Pond Maintenance |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| WSB & ASSOCIATES INC | 420-4153-4706 | 214.89 | 9/17/2026 | Lake Ann Beach Improvements |
| WSB & ASSOCIATES INC | 701-0000-4706 | 49.60 | 9/17/2026 | Lake Ann Beach Improvements |
| WSB & ASSOCIATES INC | 720-0000-4706 | 140.50 | 9/17/2026 | Lake Ann Beach Improvements |
| | | 15,751.00 | 9/17/2026 | |
| WSB & ASSOCIATES INC | | 25,037.80 | | |
| WSU Tech | 101-1125-4370 | 25.00 | 7/16/2026 | Registration fee for Online Accessibility Bootcamp |
| | | 25.00 | 7/16/2026 | |
| WSU Tech | | 25.00 | | |
| WW GRAINGER INC | 700-7019-4120 | 23.40 | 9/17/2026 | lockout for control panel |
| WW GRAINGER INC | 101-1220-4510 | 87.87 | 9/17/2026 | fire station coiled power cord |
| | | 111.27 | 9/17/2026 | |
| WW GRAINGER INC | | 111.27 | | |
| XCEL ENERGY INC | 701-0000-4320 | 208.71 | 9/9/2026 | Electric Charges |
| XCEL ENERGY INC | 700-0000-4320 | 208.71 | 9/9/2026 | Electric Charges |
| XCEL ENERGY INC | 101-1312-4320 | 1,669.63 | 9/9/2026 | Electric Charges |
| | | 2,087.05 | 9/9/2026 | |
| XCEL ENERGY INC | 101-1350-4320 | 24.72 | 9/16/2026 | Electric Charges |
| XCEL ENERGY INC | 700-0000-4320 | 2,505.62 | 9/16/2026 | Electric Charges |
| | | 2,530.34 | 9/16/2026 | |
| XCEL ENERGY INC | | 4,617.39 | | |
| Zantigo | 101-1220-4381 | 46.34 | 7/16/2026 | Lunch at DHS training for Nutter/Anderson/Fatturi |
| | | 46.34 | 7/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Zantigo | | 46.34 | | |
| Zoho Corporation | 101-1160-4205 | 6,340.00 | 9/10/2026 | Service desk help desk license for 8 users |
| | | 6,340.00 | 9/10/2026 | |
| Zoho Corporation | | 6,340.00 | | |
| Zoom | 101-1160-4207 | 104.52 | 7/16/2026 | zoom monthly charge |
| | | 104.52 | 7/16/2026 | |
| Zoom | | 104.52 | | |
| | | 2,566,344.71 | | |

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Consider Approval of GMP for the Chanhassen Community Center | |
| **File No.** | | **Item No:** D.8 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Laurie Hokkanen, City Manager | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves the Guaranteed Maximum Price for the Chanhassen Community Center project; approves Guaranteed Maximum Price Amendment No. 1 to the City's Construction Manager at Risk agreement with RJM Construction; and authorizes the Mayor and City Manager to execute the amendment and related documents, subject to final review by the City Attorney."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Development & Redevelopment |

## SUMMARY

These documents have been reviewed and approved as to form by the City Attorney.

## BACKGROUND

Refer to the staff report from August 10, 2026, bid package #2 award for additional details.

## DISCUSSION

## BUDGET

**RECOMMENDATION**

**ATTACHMENTS**

Chanhassen_A103-2017_Exhibit_A_Insurance.rev1
Chanhassen_A103-2017_Material_Contract.Rev1
Chanhassen_A133-2019_Exhibit_A_GMP.Rev1
Chanhassen_A133-2019_Exhibit_B_Insurance.Rev1
Chanhassen_A133-2019_Owner_Contract
Chanhassen_A201-2017_General_Conditions
Award of Bid Package #2 August 10, 2026
Amendment to Agreement Signed by RJM

Docusign Envelope ID: 89B014C8-DBC9-88C4-80F0-42BFBD3E2F1A

# AIA® Document A103® – 2017 Exhibit A

## *Insurance and Bonds*

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 26th day of August in the year Two Thousand Twenty-six.
*(In words, indicate day, month and year.)*

for the following **PROJECT**:
*(Name and location or address)*

Chanhassen Community Center
Hwy 212 & Powers Blvd
Chanhassen, MN 55317

**THE OWNER:**
*(Name, legal status and address)*

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

**THE CONTRACTOR:**
*(Name, legal status and address)*

RJM Construction, LLC
830 Boone Avenue North
Golden Valley, MN 55427

**TABLE OF ARTICLES**

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

**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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

### ARTICLE A.2 OWNER'S INSURANCE

**§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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**§ A.2.2 Liability Insurance**
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ A.2.3 Required Property Insurance**
**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
*(Indicate below the cause of loss and any applicable sub-limit.)*

| Causes of Loss | Sub-Limit |
|---|---|

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|---|---|

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**
The Owner shall purchase and maintain the insurance selected and described below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[ X ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ X ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ X ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ X ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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**§ A.2.5 Other Optional Insurance.**
The Owner shall purchase and maintain the insurance selected below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

[ X ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

| Coverage | Limits |
|---|---|

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**
**§ A.3.1 General**
**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**
**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**
**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million Dollars ($ 5,000,000 ) each occurrence, Ten Million Dollars ($ 10,000,000 ) general

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aggregate, and Ten Million Dollars ($ 10,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) 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.

**§ A.3.2.4** The Contractor 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 insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, 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.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) per claim and Ten Million Dollars ($ 1,000,000 ) in the aggregate.

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**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ X ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

| Coverage | Limits |
|---|---|
| a. RJM limits of insurance as per limits in RJM Certificate of Insurance. | |
| b. Excess Umbrella Liability – Five Million Dollars ($5,000,000). | |

**§ A.3.4 Performance Bond and Payment Bond**
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
*(Specify type and penal sum of bonds.)*

| Type | Penal Sum ($0.00) |
|---|---|
| Payment Bond | TDB |
| Performance Bond | TDB |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. Construction Manager shall be reimbursed for the cost of the performance and payment bonds procured pursuant to this section at the rate of 0.85% of construction management reimbursable staff, fee, and materials of the penal sum. Subcontractors will be required to provide dual obligee bonds for the amount of their contract sum using ConcensusDocs bond forms. Contractor's bonds shall be for that amount of the sum of this Agreement which is not subcontracted.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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# *Additions and Deletions Report for*

## *AIA® Document A103® – 2017 Exhibit A*

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 15:29:53 CDT on 09/18/2026.

**PAGE 1:**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 26th day of August in the year Two Thousand Twenty-six.

Chanhassen Community Center
Hwy 212 & Powers Blvd
Chanhassen, MN 55317

City of Chanhassen

7700 Market Blvd

PO Box 147

Chanhassen, MN 55317

RJM Construction, LLC
830 Boone Avenue North
Golden Valley, MN 55427

**PAGE 3:**

[ X ]§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ X ]§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ X ]§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ X ]§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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[ X ]§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

**PAGE 4:**

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million Dollars ($ 5,000,000 ) each occurrence, Ten Million Dollars ($ 10,000,000 ) general aggregate, and Ten Million Dollars ($ 10,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

**PAGE 5:**

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) 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.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) per claim and Ten Million Dollars ($ 1,000,000 ) in the aggregate.

**PAGE 6:**

[ x ]§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

RJM limits of insurance as per limits in RJM Certificate of Insurance.

Excess Umbrella Liability – Five Million Dollars ($5,000,000).

TDB

TDB

**PAGE 7:**

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. Construction Manager shall be reimbursed for the cost of the performance and payment bonds procured pursuant to this section at the rate of 0.85% of construction management reimbursable staff, fee, and materials of the penal sum. Subcontractors will be required to provide dual obligee bonds for the amount of their contract sum using ConcensusDocs bond forms. Contractor's bonds shall be for that amount of the sum of this Agreement which is not subcontracted.

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# AIA® Document A103® – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price*

**AGREEMENT** made as of the 26th day of August in the year Two Thousand Twenty-six.
*(In words, indicate day, month and year.)*

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

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

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

RJM Construction LLC
830 Boone Avenue N.
Golden Valley, MN 55427

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

Chanhassen Community Center
1351 Bluff Creek Blvd,
Chanhassen, MN 55317

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

BKV Group
222 North Second Street
Long & Kees Bldg, Suite 101
Minneapolis, MN 55401

The Owner and Contractor agree as follows.

**THIS AGREEMENT AMENDS AND REPLACES THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, AIA DOCUMENT A133-2019 DATED 10/15/2025. THIS AGREEMENT COVERS MATERIAL AND EQUIPMENT PURCHASES ONLY. LABOR AND INSTALLATION ARE IN A SEPARATE AGREEMENT WHICH IS THE AIA DOUCMENT A133-2019 DATED 8/26/2026 AND IS ENTERED CONTEMPORANEOUSLY WITH THIS AIA DOCUMENT A103-2017 DATED 8/26/2026. MATERIAL SHALL BE PURCHASED TAX EXEMPT BASED UPON CITY OF CHANHASSEN'S TAX-EXEMPT STATUS, AND RJM SHALL BE PURCHASING AGENT ON BEHALF OF CITY OF CHANHASSEN.**

**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.

The parties should complete A103™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.
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.

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EXHIBIT A INSURANCE AND BONDS

## ARTICLE 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. 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 16.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

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## ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration 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 and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 4.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ X ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

The date commencement shall be the later of either (1) the date established in the Owner's written notice to proceed, or (2) the date Contractor receives the building permit or completed working drawings and specifications. (Mobilization anticipated to occur on or about [August 24th, 2026].)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 4.2** The Contract Time shall be measured from the date of commencement of the Work.

### § 4.3 Substantial Completion

**§ 4.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than Six hundred sixty ( 660 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

**§ 4.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|
| The stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the contract documents so that the owner can occupy or use the work for its intended purpose. | Six hundred sixty (660) days from the date of commencement of the work |

**§ 4.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

## ARTICLE 5 CONTRACT SUM

**§ 5.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee. Estimated

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material cost as of August 26th, 2026 - Exhibit 1, is Thirty-one Million Five Hundred Eighty-five Thousand One hundred forty-one Dollars and zero cents ($31,585,141).

**§ 5.1.1** The Contractor's Fee:
*(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)*

One point five percent (1.5%) of GMP Value

**§ 5.1.2** The method of adjustment of the Contractor's Fee for changes in the Work:

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

**§ 5.1.4** Rental rates for Contractor-owned equipment shall not exceed **seventy-five** percent ( **75** %) of the standard rental rate paid at the place of the Project.

**§ 5.1.5** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price Per Unit ($0.00) |
|---|---|---|

**§ 5.1.6** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

See A133-2019 & 6.1.6

**§ 5.1.7** Other:
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**§ 5.2 Control Estimate**

**§ 5.2.1** The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

**§ 5.2.2** The Control Estimate shall include

- **.1** the documents enumerated in Article 16, including all Modifications thereto;
- **.2** a list of the assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under Section 5.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- **.3** a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- **.4** a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements; and
- **.5** contingencies for further development of design and construction, as required by Section 5.2.4.

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**§ 5.2.3** The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ 5.2.4** To the extent that the Contract Documents are anticipated to require further development, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. 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 in a revised Control Estimate by mutual agreement of the parties.

**§ 5.2.5** The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ 5.2.6** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

## ARTICLE 6 CHANGES IN THE WORK

**§ 6.1** 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 Architect may make minor changes in the Work as provided in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

**§ 6.2** Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

**§ 6.3** If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and Architect.

**§ 6.4** If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

## ARTICLE 7 COSTS TO BE REIMBURSED

### § 7.1 Cost of the Work

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

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**§ 7.1.3** Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

**§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Contractor'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 below:
*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**§ 7.2.3** Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Contractor, 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, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 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 Contractor 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 Contractor. 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 Contractor 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 Contractor shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates

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and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of a comparable item.

**§ 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 Contractor'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** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 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 Contractor, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor 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 Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor 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 Contractor's Fee.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Contractor'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 Contractor, reasonably incurred by the Contractor 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.

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**§ 7.6.10** Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ 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 Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

**§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor 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 Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

## ARTICLE 8 COSTS NOT TO BE REIMBURSED

**§ 8.1** The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Contractor's personnel stationed at the Contractor'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 15;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Contractor's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Article 7;
- **.5** The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- **.6** 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 Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; and
- **.7** Any cost not specifically and expressly described in Article 7.

## ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

**§ 9.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and

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received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials, and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ 9.2** Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

**§ 10.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall 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 Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**§ 10.2** 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 a cost-plus a fee, the Contractor 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 Contractor in Article 11.

**§ 10.3** The Contractor shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

## ARTICLE 11 ACCOUNTING RECORDS

The Contractor 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 satisfactory to the Owner. 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 Contractor'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 Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 12 PAYMENTS

### § 12.1 Progress Payments

**§ 12.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

**§ 12.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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**§ 12.1.3** Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 12.1.4** With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with 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 Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 12.1.5** Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

**§ 12.1.6** 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:

**§ 12.1.6.1** The amount of each progress payment shall first include:

**.1** The Cost of the Work as described in Article 7;

**.2** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

**.3** The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 12.1.6.1.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in Section 5.1.1, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 12.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

**§ 12.1.6.2** 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** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

**.4** 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;

**.5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

**.6** Retainage withheld pursuant to Section 12.1.7.

**§ 12.1.7 Retainage**

**§ 12.1.7.1** 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:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)on the Contractor's fee and any work that the Contractor self-performs.

**§ 12.1.7.1.1** The following items are not subject to retainage:
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

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General Conditions, permits, bonds, and insurance.

**§ 12.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:
*(If the retainage established in Section 12.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

**§ 12.1.7.3** Except as set forth in this Section 12.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

**§ 12.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 12.1.9** Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 12.1.10** The Owner and the Contractor 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 Contractor shall execute subcontracts in accordance with those agreements.

**§ 12.1.11** In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, 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 12.1.4 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 Contractor 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.

**§ 12.2 Final Payment**

**§ 12.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract, except for the Contractor'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 Contractor 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 12.2.2.

**§ 12.2.2** Within 30 days of the Owner's receipt of the Contractor'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.

**§ 12.2.2.1** 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 auditor's findings to the Architect.

**§ 12.2.2.2** Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the

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Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor 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 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

**§ 12.2.2.3** If the Owner's auditors report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor 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 Contractor within 30 days after the Contractor'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 Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

**§ 12.2.3** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 12.2.4** If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment.

**§ 12.3 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.)*

%

**ARTICLE 13 DISPUTE RESOLUTION**

**§ 13.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 unless the parties appoint below another individual, not a party to the Agreement, to serve as 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.)*

**§ 13.2 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 Section 15 of AIA Document A201–2017

[ **X** ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 14 TERMINATION OR SUSPENSION

### § 14.1 Termination

**§ 14.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

### § 14.1.2 Termination by the Owner for Cause

**§ 14.1.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the Owner shall then only pay the Contractor an amount calculated as follows:

**.1** Take the Cost of the Work incurred by the Contractor to the date of termination;

**.2** Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor'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.

**§ 14.1.2.2** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

### § 14.1.3 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 Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

### § 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Contract Sum 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 Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

**§ 15.1** 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.

**§ 15.2** The Owner's representative:

*(Name, address, email address and other information)*

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Laurie Hokkanen, City Manager
City of Chanhassen

7700 Market Blvd
Chanhassen, MN 55317

Email: lhokkanen@ci.chanhassen.mn.us

**§ 15.3** The Contractor's representative:
*(Name, address, email address and other information)*

Simon Mark, Project Manager
RJM Construction LLC
830 Boone Avenue North
Golden Valley, MN 55427
Phone: 612-297-4402
Email: simon.mark@rjmconstruction.com

**§ 15.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 15.5 Insurance and Bonds**
**§ 15.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 15.5.2** The Contractor shall provide bonds as set forth in AIA Document A103–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 15.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or otherwise as set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 15.7** Other provisions:

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**
**§ 16.1** This Agreement is comprised of the following documents:

**.1** AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor
**.2** AIA Document A103™–2017, Exhibit A, Insurance and Bonds
**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified
**.4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

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**.5** Drawings

| Number | Title | Date |
|---|---|---|

**.6** Specifications

| Section | Title | Date | Pages |
|---|---|---|---|

**.7** Addenda, if any:

| Number | Date | Pages |
|---|---|---|

Portions of Addenda relating to proposal requirements are not part of the Contract Documents unless the proposal requirements are also enumerated in this Article 16.

**.8** Other Exhibits:
*(Check all boxes that apply.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

[ ] The Sustainability Plan:

| Title | Date | Pages |
|---|---|---|

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**.9** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*
Exhibit 1 – Estimate Summary dated August 26, 2026
Exhibit 2 - Purchasing Agent Agreement

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

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DocuSigned by:
Ted Beckman
7457525E7FAE414...

| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
|---|---|
| BY: | BY: Ted Beckman, President |
| *(Printed name and title)* | *(Printed name and title)* |

DS
BB 9/21/2026

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CONSTRUCTION

Exhibit 1

# ESTIMATE SUMMARY

| | |
|---|---|
| **ESTIMATE SUMMARY DATE:** | August 26t, 2026 |
| **ESTIMATE DATE:** | July 14, 2026 |
| **PROJECT:** | **Chanhassen Community Center** |
| **ARCHITECT:** | BKV Group |
| **DRAWING DATE:** | April 28, 2026 |

| DESCRIPTION | Notes | Labor | Material | Total Estimate | $/sf 183,850 |
|---|---|---|---|---|---|
| ***Construction Costs*** | | | | | |
| 1A - Survey | | $55,300 | $0 | $55,300 | $0.30 |
| 1B - Final Cleaning | | $115,785 | $0 | $115,785 | $0.63 |
| Daily Cleaning, Construction Dumpsters, Temporary Barriers & Enclosures | | $438,422 | $0 | $438,422 | $2.38 |
| 3A - Concrete | | $1,507,075 | $1,430,935 | $2,938,010 | $15.98 |
| 3B - Precast Structural Concrete Walls & Plank | | $1,351,730 | $4,488,932 | $5,840,662 | $31.77 |
| 4A - Masonry | | $1,052,574 | $350,858 | $1,403,432 | $7.63 |
| 5A - Structural Steel/Misc. Metals Labor & Material | | $4,783,850 | $1,137,740 | $5,921,590 | $32.21 |
| 6A - Building Works | | $704,590 | $56,760 | $761,350 | $4.14 |
| 6B - Millwork | | $154,783 | $367,042 | $521,825 | $2.84 |
| 7A - Waterproofing | | $172,719 | $128,028 | $300,747 | $1.64 |
| 7B - Metal Panels | | $475,080 | $344,315 | $819,395 | $4.46 |
| 7C - Roofing | | $676,835 | $2,253,962 | $2,930,797 | $15.94 |
| 7D - Joint Sealants | | $55,820 | $15,440 | $71,260 | $0.39 |
| 7I - Weather & Air Barrier | | $41,182 | $10,679 | $51,861 | $0.28 |
| 7# - Fireproofing | | $226,515 | $174,819 | $401,334 | $2.18 |
| 8A - Doors, Frames, & Hardware | | $0 | $325,113 | $325,113 | $1.77 |
| 8B - Sectional, Coiling, & Specialty/Fire Doors | | $29,000 | $103,877 | $132,877 | $0.72 |
| 8C - Aluminum Framing & Glazing | | $378,050 | $1,190,860 | $1,568,910 | $8.53 |
| 9A - Gypsum Assemblies & Fire Proofing | | $842,269 | $280,756 | $1,123,025 | $6.11 |
| 9B - Tile | | $179,600 | $89,278 | $268,878 | $1.46 |
| 9C - ACT | | $206,843 | $266,585 | $473,428 | $2.58 |
| 9D - Resinous, Polished, & Sealed Flooring | | $202,090 | $86,610 | $288,700 | $1.57 |
| 9E - Resilient & Carpet Flooring | | $125,354 | $203,825 | $329,179 | $1.79 |
| 9F - Painting & Wall Covering | | $751,575 | $400,500 | $1,152,075 | $6.27 |
| 9G - Athletic, Wood, & Sports Flooring | | $384,170 | $545,990 | $930,160 | $5.06 |
| 9H - Opperable Walls | | $58,195 | $290,849 | $349,044 | $1.90 |
| 10A - Signage | | $103,003 | $187,606 | $290,609 | $1.58 |
| 10D - Specialties | | $0 | $225,605 | $225,605 | $1.23 |
| 11A - Gymnasium Equipment / Bleachers | | $59,500 | $218,400 | $277,900 | $1.51 |
| 11E - Rink Furnishings & Locker Benches | | $300,411 | $843,268 | $1,143,679 | $6.22 |
| 13C - Ice Rink Systems | | $1,480,674 | $2,609,901 | $4,090,575 | $22.25 |
| 14A - Elevators | | $118,646 | $178,664 | $297,310 | $1.62 |
| 21A - Fire Protection | | $980,872 | $190,180 | $1,171,052 | $6.37 |
| 22A - Plumbing | | $1,025,411 | $1,641,239 | $2,666,650 | $14.50 |
| 23A - HVAC | | $2,011,024 | $5,809,051 | $7,820,075 | $42.54 |
| 26A - Electrical | | $2,468,927 | $2,717,650 | $5,186,577 | $28.21 |
| 31A - Earthwork | | $2,699,700 | $300,000 | $2,999,700 | $16.32 |
| 31A - Asphalt | | $208,186 | $415,813 | $623,999 | $3.39 |
| 32B - Site Concrete | | $426,835 | $255,440 | $682,275 | $3.71 |
| 32C - Landscaping, Irrigation, & Site Furnishings | | $515,100 | $343,400 | $858,500 | $4.67 |
| 32D - Fences & Gates | | $84,210 | $56,590 | $140,800 | $0.77 |
| 32E - Retaining Walls | | $372,797 | $199,450 | $572,247 | $3.11 |
| 33A - Utilities | | $739,876 | $849,131 | $1,589,007 | $8.64 |
| General Requirements, General Conditions, Preconstruction Fee | | $2,452,707 | $0 | $2,452,707 | $13.34 |
| General Liability Insurance | | $594,432 | $0 | $594,432 | $3.23 |
| Builders Risk Insurance | | $157,874 | $0 | $157,874 | $0.86 |
| Building Permit | | $50,000 | $0 | $50,000 | $0.27 |
| Bond | | $38,591 | $0 | $38,591 | $0.21 |
| ***Subtotal Construction Costs*** | | ***$31,858,182*** | ***$31,585,141*** | ***$63,443,323*** | ***$345.08*** |
| Escalation | | $0 | $0 | $0 | $0.00 |
| Design Contingency | | $0 | $0 | $0 | $0.00 |
| Construction Contingency | | $2,407,583 | $0 | $2,407,583 | $13.10 |
| Contractors Fee | | $986,475 | $0 | $986,475 | $5.37 |
| ***Total Construction Estimate*** | | ***$35,252,240*** | ***$31,585,141*** | ***$66,837,381*** | ***$363.54*** |

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# PURCHASING AGENT AGREEMENT

THIS AGREEMENT made this 26th day of August, 2026 by and between City of Chanhassen (hereinafter "Owner") and RJM Construction LLC (hereinafter "Contractor").

## WITNESSETH:

WHEREAS, the parties hereto have entered into the Standard Form of Agreement Between Owner and General Contractor, dated 8/26/2026 relating to the construction of the Chanhassen Community Center (hereinafter "Project"); and

WHEREAS, Contractor represents and warrants that it has provided Owner with a listing of the materials and equipment and quantities thereof necessary to complete the Project (as such term is defined in the Contract Documents) in accordance with the Plans and specifications; and

WHEREAS, the parties hereto desire to have Contractor appointed Owner's purchasing agent for the purchase of the materials and equipment (except for those incidental items to be consumed on the site) to be incorporated into the Project.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Appointment of Purchasing Agent. Owner hereby appoints Contractor as its Purchasing Agent to act on behalf of the Owner for the purchase of the materials and equipment to be incorporated into the Project (the "Materials"), in a manner consistent with Minnesota Statutes, and, Minnesota Rules §8130.1200, Subpart 3, so that neither Owner nor Contractor will be required to pay sales or use taxes on the Materials. All Materials, and the quantities thereof, shall conform to the Plans and Specifications.

1.1 Contractor, as Purchasing Agent for Owner, shall, in accordance with the Standard Form of Agreement referred to above, including the Specifications and all provisions concerning submittals or shop drawings, coordination and time of completion, (1) purchase the Materials, (2) collect and process all invoices or other statements from vendors or suppliers of the Materials, (3) submit payment requests to the Architect and Owner for approval for payment, and (4) upon receipt of necessary funds from Owner, disburse such funds to the appropriate vendors and suppliers on behalf of the Owner.

1.2 Contractor shall disclose to Owner the names and addresses of all persons with whom it contracts, as Purchasing Agent, with respect to the Materials.

2. Title to Materials. Title to the Materials shall immediately vest in Owner at the point of delivery. Owner shall have the right of entry and free access to the Project at all items and the right to inspect all items of the Materials installed or stored in or about the Project.

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3. Risk of Loss. Risk of loss, damage or destruction with respect to the Materials shall be that of Owner and shall be protected by its insurance coverage. Contractor shall exercise reasonable care and shall take reasonable precautions for the safekeeping of all Materials in its custody before installation, use or incorporation in the Project.

4. Defects in Materials. Owner shall hold the manufacturer or supplier responsible for any of the Materials which are defective and shall contact the manufacturer or supplier for immediate replacement or correction of such defective Materials. Contractor shall use its best efforts to assure that the Materials purchased by it hereunder as Owner's purchasing agent are, when delivered to the site, of workmanlike quality, are not defective, are fit for the purpose for which they are intended and otherwise conform to the Plans and Specifications, but Contractor shall not itself be responsible for such defective Materials. Contractor agrees to assist Owner with respect to any claims made against the manufacturer or supplier of the Materials.

5. Notice to Supplier. Contractor shall furnish adequate notification to all vendors and suppliers of the Materials that it is acting as Purchasing Agent for Owner pursuant to this Agreement and that the obligation for payment is the sole responsibility of Owner. All purchase orders and other documents furnished to a vendor or supplier shall clearly reflect the agency relationship between Contractor and Owner and provide as follows:

> "This purchase is made by the undersigned on behalf of, and as agent for, the Chanhassen Community Center project which is exempt from Minnesota Sales and Use Tax. This purchase qualifies for tax exemption. Do not include Minnesota Sales and Use Tax on this purchase. Title to goods purchased under this Purchase order shall pass directly from you as vendor to City of Chanhassen which is solely responsible for payment. Invoices should be addressed to City of Chanhassen c/o RJM Construction LLC, but submitted and deliveries made to the undersigned as agent for City of Chanhassen. A copy of City of Chanhassen Certificate of Exemption Form ST3 for Minnesota Sale and Use Tax purposes has been or is herewith provided."

6. Subcontractors. Owner authorizes Contractor, as Purchasing Agent for Owner, to delegate authority to purchase any of the Materials on Owner's behalf to one or more of its several subcontractors. Each such subcontractor shall direct each vendor and supplier thereof to submit invoices and make delivery to the subcontractor as agent for Owner. Each subcontract under which the Contractor delegates such authority shall contain substantially the same provisions as this Agreement.

7. Disputes with Tax Authorities. If contractor or any subcontractor or supplier of Contractor is obligated to pay any Sales or Use Tax with respect to the purchase of any of the Materials, Owner shall be solely responsible for the payment of such tax and related penalties and interest. Owner shall defend, indemnify and hold Contractor (including Contractor's subcontractors and suppliers and vendors) harmless from and against any claim, loss, cost, penalty or expense arising out of the assessment or imposition of any such Sales or Use Tax. At Owner's sole option, Owner may dispute, protest or otherwise

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resist the imposition or assessment of any such Sales or Use Tax at no expense to the Contractor. Contractor shall promptly notify Owner of any actual or threatened imposition or assessment of either Sales or Use Taxes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Chanhassen

By:_____
Name:
Title:

RJM Construction LLC

DocuSigned by:
Ted Beckman
7457525E7FAE414...

By:_____
Name: Ted Beckman
Title: President

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# *Additions and Deletions Report for*
## *AIA® Document A103® – 2017*

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 15:52:06 CDT on 09/18/2026.

**PAGE 1:**

AGREEMENT made as of the 26th day of August in the year Two Thousand Twenty-six.

City of Chanhassen

7700 Market Blvd

PO Box 147

Chanhassen, MN 55317

RJM Construction LLC
830 Boone Avenue N.
Golden Valley, MN 55427

Chanhassen Community Center
1351 Bluff Creek Blvd,
Chanhassen, MN 55317

BKV Group

222 North Second Street

Long & Kees Bldg, Suite 101

Minneapolis, MN 55401

THIS AGREEMENT AMENDS AND REPLACES THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, AIA DOCUMENT A133-2019 DATED 10/15/2025. THIS AGREEMENT COVERS MATERIAL AND EQUIPMENT PURCHASES ONLY. LABOR AND INSTALLATION ARE IN A SEPARATE AGREEMENT WHICH IS THE AIA DOUCMENT A133-2019 DATED 8/26/2026 AND IS ENTERED CONTEMPORANEOUSLY WITH THIS AIA DOCUMENT A103-2017 DATED 8/26/2026. MATERIAL SHALL BE PURCHASED TAX EXEMPT BASED UPON CITY OF CHANHASSEN'S TAX-EXEMPT STATUS, AND RJM SHALL BE PURCHASING AGENT ON BEHALF OF CITY OF CHANHASSEN.

**PAGE 3:**

[ x ] Established as follows:

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The date commencement shall be the later of either (1) the date established in the Owner's written notice to proceed, or (2) the date Contractor receives the building permit or completed working drawings and specifications. (Mobilization anticipated to occur on or about [August 24th, 2026].)

[ X ]Not later than Six hundred sixty ( 660 ) calendar days from the date of commencement of the Work.

Six hundred sixty (660) days from the date of commencement of the work

The stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the contract documents so that the owner can occupy or use the work for its intended purpose.

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee. Estimated material cost as of August 26th, 2026 - Exhibit 1, is Thirty-one Million Five Hundred Eighty-five Thousand One hundred forty-one Dollars and zero cents ($31,585,141).

One point five percent (1.5%) of GMP Value

**PAGE 4:**

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed seventy-five percent ( 75 %) of the standard rental rate paid at the place of the Project.

See A133-2019 & 6.1.6

**PAGE 9:**

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

**PAGE 10:**

Five percent (5%)on the Contractor's fee and any work that the Contractor self-performs.

General Conditions, permits, bonds, and insurance.

**PAGE 12:**

[ x ] Litigation in a court of competent jurisdiction

**PAGE 13:**

Laurie Hokkanen, City Manager
City of Chanhassen

7700 Market Blvd
Chanhassen, MN 55317

Email: HYPERLINK "mailto:lhokkanen@ci.chanhassen.mn.us" lhokkanen@ci.chanhassen.mn.us

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Simon Mark, Project Manager
RJM Construction LLC
830 Boone Avenue North
Golden Valley, MN 55427
Phone: 612-297-4402
Email: HYPERLINK "mailto:simon.mark@rjmconstruction.com" simon.mark@rjmconstruction.com

-

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or ~~as~~ otherwise as set forth below:

(If other than in accordance with ~~a building information modeling exhibit~~AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

.4AIA Document E203™–2013, Building ~~information modeling exhibit~~Information Modeling and Digital Data Exhibit, dated as indicated below:

**PAGE 14:**

(Insert the date of the ~~building information modeling exhibit~~E203-2013 incorporated into this Agreement.)

Exhibit 1 – Estimate Summary dated August 26, 2026

Exhibit 2 - Purchasing Agent Agreement

**PAGE 15:**

BY: Ted Beckman, President

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# *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 15:52:06 CDT on 09/18/2026 under Order No. 20250153218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A103™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# AIA® Document A133® – 2019 Exhibit A

## *Guaranteed Maximum Price Amendment*

This Amendment dated the 26th day of August in the year 2026 , is incorporated into the accompanying 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 dated the 26th day of August in the year 2026 (the "Agreement")
*(In words, indicate day, month, and year.)*

for the following **PROJECT:**
*(Name and address or location)*

Chanhassen Community Center
1351 Bluff Creek Blvd
Chanhassen, MN 55317

**THE OWNER:**
*(Name, legal status, and address)*

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

**THE CONSTRUCTION MANAGER:**
*(Name, legal status, and address)*

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

**TABLE OF ARTICLES**


A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS


**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.

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.

## ARTICLE A.1 GUARANTEED MAXIMUM PRICE

### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. The Guaranteed Maximum Price is not a line item Guaranteed Maximum Price. The Contractor may reallocate sums from one-line item of the itemized statement of the

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Guaranteed Maximum Price to another line item. This may be done without the execution of a Change Order, if the Scope of Work is not changed as a result of or in connection with such reallocation.

**§ A.1.1.1** The Labor Contract Sum is guaranteed by the Construction Manager not to exceed Thirty-five Million Two Hundred Fifty-two Thousand Two Hundred Forty Dollars and zero cents ($ 35,252,240 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price**. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
*(Provide itemized statement below or reference an attachment.)*

RJM Estimate Summary dated 8/26/2026 is incorporated and attached Exhibit C.

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5** Contractor's Guaranteed Maximum Price contains a contingency of Two Million Four Hundred Five Thousand Eighteen Dollars and zero cents $2,405,018 to cover risks inherent in providing a Guaranteed Maximum Price for the Project. Contractor shall maintain a contingency within the Guaranteed Maximum Price to cover costs which are properly reimbursable as the Cost of the Work but are not the basis for a Change Order ("Contractor's Contingency"). The Contractor's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the Cost of the Work. Savings from any line item for the Cost of the Work (calculated as the difference between the initial estimate for an individual line item and its actual cost) shall be allocated to the Contractor's Contingency; provided, however, that any amounts remaining in the Contractor's Contingency; after final completion of the Work shall remain with Owner. The Owner and the Contractor acknowledge that the cost estimating process is not exact, and the Contractor's Contingency is included to adjust the estimate for quantity and price estimate inaccuracies and other eventualities which have been taken into precise account in the establishment of the Cost of the Work. The Contractor shall regularly report to the Owner on the status and use of the Contingency with an accounting of (i) the current Contractor's Contingency amount; (ii) contributions to the Contractor's Contingency since the last Application of Payment; and (iii) deductions from the Contractor's Contingency since the last Application for Payment. Contractor reserves the right to draw on the Contractor's Contingency to cover unanticipated or increased costs of construction as it deems necessary for the completion of the Project. Costs properly reimbursable through the Contractor's Contingency include but shall not be limited to, the following:

.1 additional costs incurred as a result of the buyout of any Subcontractor in excess of its estimated cost, excluding costs incurred in connection with any owner-mandated Subcontractor in excess of the estimated cost of the Subcontractor's portion of the Work, which shall be the responsibility of Owner;

.2 costs associated with any default by a Subcontractor; provided however, that Contractor shall endeavor in good faith to recover any damages from Subcontractor arising out of such default;

.3 costs related to changes in construction means and methods;

.4 costs associated with accelerating or re-sequencing the Work as necessary to maintain the schedule for the Work; and

.5 any costs associated with price escalation in materials or labor rates.

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**§ A.1.1.6 Alternates**

**§ A.1.1.6.1** Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|---|---|
| Add operable partitions at dance studio/party room | $145,484 |

| Item | Price |
|---|---|
| Add wood gym floor in lieu of rubber at fieldhouse | $139,493 |

| Item | Price |
|---|---|
| Add ice arena 1 connection walkway | $104,118 |

| Item | Price |
|---|---|
| Add service elevator B | $175,000 |

| Item | Price |
|---|---|
| Add rubber sports floor at walking track | $150,262 |

| Item | Price |
|---|---|
| Add skyfold partition at community rooms | $292,708 |

| Item | Price |
|---|---|
| Life safety code requirements | $575,000 |

**§ A.1.1.6.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|

**§ A.1.1.7** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ A.2.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of execution of this Amendment.

[ **X** ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

The date of commencement shall be the later of either (1) the date established in the Owner's written notice to proceed, or (2) the date the Contractor receives the building permit and completed working drawings and specifications.

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**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ **X** ] Not later than Six hundred sixty ( 660 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

## ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**§ A.3.1.2** The following Specifications:
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

| Section | Title | Date | Pages |
|---|---|---|---|

**§ A.3.1.3** The following Drawings:
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

| Number | Title | Date |
|---|---|---|

**§ A.3.1.4** The Sustainability Plan, if any:
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design*

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*reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

| Title | Date | Pages |
|---|---|---|

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| Fireplace located on the South terrace | $5,000 |

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
*(Identify each assumption and clarification.)*

The Guaranteed Maximum Price has been arrived at on the basis of incomplete drawings and specifications. Both the Construction Manager and the Owner intend that the Architect's refinements or developments leading to the final Contract drawings will be completely consistent with the design concept expressed in the enumerated drawings and specifications. In the vent that the Construction Manager believes the Architect's refinements or developments to be enumerated drawings will require additional time and expense to do the Work, it should promptly report the extent of the increase in cost or time to the Owner, and the increase shall be handled by Change Order pursuant to relevant provisions of the Contract and an adjustment to the Guaranteed Maximum Price.

List of clarifications

1. RJM Construction carried an allowance of Five Hundred Seventy-five Thousand Dollars and zero cents ($575,000) for the life safety code requirements. This allowance covers the cost of the fireproofing **or** fire protection system within the two ice rinks and field house.
2. Winter conditions
3. It was discussed previously that the fireplace located on the south terrace may be removed. RJM Construction has carried a Five Thousand dollars and zero cents ($5,000) allowance if this fireplace is decided to be included in the project scope.
4. There are (19) occurrences where RJM assumed that plumbing sinks were mislabeled on the plumbing drawings. RJM made the assumptions that the L-1 sinks listed below are shown on the listed plumbing drawings as L-2 sinks:

L-1 change to L-2:

i. P300, Detail 16 - Ref, 053
ii. P300, Detail 08 - Coach, 040
iii. P300, Detail 05 - Coach, 033
iv. P300, Detail 13 - Coach, 064
v. P300, Detail 03 - Ref, 045
vi. P300, Detail 12 - Coach, 043
vii. P300, Detail 10 - Wet, 069
viii. P300, Detail 06 - Wet, 066
ix. P300, Detail 15 - C.R. 10, 026
x. P300, Detail 09 - C.R. 1-8, 016-023 (8 total)
xi. P300, Detail 01 - C.R., 005
xii. P300, Detail 01 - C.R., 006
xiii. Detail 1/A710 calls for staircase A to receive "wood look tile" on the risers and treads. Since this "wood look tile" was not included in the finish schedule or in the specifications, RJM assumed that there will be no tiling on staircase A
xiv. RJM assumed that only the fence footings at the top of the retained wall are only required at the corner and gate posts. All other posts are assumed to be driven or "Sleeve-it" fence-post anchoring systems.

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**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

## ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
*(List name, discipline, address, and other information.)*

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

| | |
|---|---|
| **OWNER** *(Signature)* | DocuSigned by: Ted Beckman 7457525E7FAE414... **CONSTRUCTION MANAGER** *(Signature)* |
| BY: | BY: Ted Beckman, President |
| *(Printed name and title)* | *(Printed name and title)* |

DS BB 9/21/2026

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# *Additions and Deletions Report for*

*AIA® Document A133® – 2019 Exhibit A*

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 15:45:40 CDT on 09/18/2026.

**PAGE 1:**

Co

This Amendment dated the 26th day of August in the year 2026 , is incorporated into the accompanying 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 dated the 26th day of August in the year 2026 (the "Agreement")

Chanhassen Community Center

1351 Bluff Creek Blvd

Chanhassen, MN 55317

City of Chanhassen

7700 Market Blvd

PO Box 147

Chanhassen, MN 55317

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. The Guaranteed Maximum Price is not a line item Guaranteed Maximum Price. The Contractor may reallocate sums from one-line item of the itemized statement of the Guaranteed Maximum Price to another line item. This may be done without the execution of a Change Order, if the Scope of Work is not changed as a result of or in connection with such reallocation.

**PAGE 2:**

§ A.1.1.1 The Labor Contract Sum is guaranteed by the Construction Manager not to exceed Thirty-five Million Two Hundred Fifty-two Thousand Two Hundred Forty Dollars and zero cents ($ 35,252,240 ), subject to additions and

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deductions by Change Order as provided in the Contract Documents.

RJM Estimate Summary dated 8/26/2026 is incorporated and attached Exhibit C.

§ A.1.1.5 Contractor's Guaranteed Maximum Price contains a contingency of Two Million Four Hundred Five Thousand Eighteen Dollars and zero cents $2,405,018 to cover risks inherent in providing a Guaranteed Maximum Price for the Project. Contractor shall maintain a contingency within the Guaranteed Maximum Price to cover costs which are properly reimbursable as the Cost of the Work but are not the basis for a Change Order ("Contractor's Contingency"). The Contractor's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the Cost of the Work. Savings from any line item for the Cost of the Work (calculated as the difference between the initial estimate for an individual line item and its actual cost) shall be allocated to the Contractor's Contingency; provided, however, that any amounts remaining in the Contractor's Contingency; after final completion of the Work shall remain with Owner. The Owner and the Contractor acknowledge that the cost estimating process is not exact, and the Contractor's Contingency is included to adjust the estimate for quantity and price estimate inaccuracies and other eventualities which have been taken into precise account in the establishment of the Cost of the Work. The Contractor shall regularly report to the Owner on the status and use of the Contingency with an accounting of (i) the current Contractor's Contingency amount; (ii) contributions to the Contractor's Contingency since the last Application of Payment; and (iii) deductions from the Contractor's Contingency since the last Application for Payment. Contractor reserves the right to draw on the Contractor's Contingency to cover unanticipated or increased costs of construction as it deems necessary for the completion of the Project. Costs properly reimbursable through the Contractor's Contingency include but shall not be limited to, the following:

.1additional costs incurred as a result of the buyout of any Subcontractor in excess of its estimated cost, excluding costs incurred in connection with any owner-mandated Subcontractor in excess of the estimated cost of the Subcontractor's portion of the Work, which shall be the responsibility of Owner;

.2costs associated with any default by a Subcontractor; provided however, that Contractor shall endeavor in good faith to recover any damages from Subcontractor arising out of such default;

.3 costs related to changes in construction means and methods;

.4costs associated with accelerating or re-sequencing the Work as necessary to maintain the schedule for the Work; and

.5 any costs associated with price escalation in materials or labor rates.

§ A.1.1.6 Alternates

§ A.1.1.56.1 Alternates, if any, included in the Guaranteed Maximum Price:

$145,484

Add operable partitions at dance studio/party room

**PAGE 3:**

Item

Price

$139,493

Add wood gym floor in lieu of rubber at fieldhouse

Item

Price

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Add ice arena 1 connection walkway

$104,118

Item

Price

Add service elevator B

$175,000

Item

Price

Add rubber sports floor at walking track

$150,262

Item

Price

Add skyfold partition at community rooms

$292,708

Item

Price

Life safety code requirements

$575,000

§ A.1.1.56.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

§ A.1.1.67 Unit prices, if any:

[ X ] Established as follows:

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.~~The date of commencement shall be the later of either (1) the date established in the Owner's written notice to proceed, or (2) the date the Contractor receives the building permit and completed working drawings and specifications.

[ x ]Not later than Six hundred sixty ( 660 ) calendar days from the date of commencement of the Work.

**PAGE 4:**

Fireplace located on the South terrace

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$5,000

**PAGE 5:**

The Guaranteed Maximum Price has been arrived at on the basis of incomplete drawings and specifications. Both the Construction Manager and the Owner intend that the Architect's refinements or developments leading to the final Contract drawings will be completely consistent with the design concept expressed in the enumerated drawings and specifications. In the vent that the Construction Manager believes the Architect's refinements or developments to be enumerated drawings will require additional time and expense to do the Work, it should promptly report the extent of the increase in cost or time to the Owner, and the increase shall be handled by Change Order pursuant to relevant provisions of the Contract and an adjustment to the Guaranteed Maximum Price.

List of clarifications

RJM Construction carried an allowance of Five Hundred Seventy-five Thousand Dollars and zero cents ($575,000) for the life safety code requirements. This allowance covers the cost of the fireproofing or fire protection system within the two ice rinks and field house.

Winter conditions

It was discussed previously that the fireplace located on the south terrace may be removed. RJM Construction has carried a Five Thousand dollars and zero cents ($5,000) allowance if this fireplace is decided to be included in the project scope.

There are (19) occurrences where RJM assumed that plumbing sinks were mislabeled on the plumbing drawings. RJM made the assumptions that the L-1 sinks listed below are shown on the listed plumbing drawings as L-2 sinks:

L-1 change to L-2:

P300, Detail 16 - Ref, 053

P300, Detail 08 - Coach, 040

P300, Detail 05 - Coach, 033

P300, Detail 13 - Coach, 064

P300, Detail 03 - Ref, 045

P300, Detail 12 - Coach, 043

P300, Detail 10 - Wet, 069

P300, Detail 06 - Wet, 066

P300, Detail 15 - C.R. 10, 026

P300, Detail 09 - C.R. 1-8, 016-023 (8 total)

P300, Detail 01 - C.R., 005

P300, Detail 01 - C.R., 006

Detail 1/A710 calls for staircase A to receive "wood look tile" on the risers and treads. Since this "wood look tile" was not included in the finish schedule or in the specifications, RJM assumed that there will be no tiling on staircase A

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RJM assumed that only the fence footings at the top of the retained wall are only required at the corner and gate posts. All other posts are assumed to be driven or "Sleeve-it" fence-post anchoring systems.

BY: Ted Beckman, President

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# *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 15:45:40 CDT on 09/18/2026 under Order No. 20250153218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# AIA® Document A133® – 2019 Exhibit B

## *Insurance and Bonds*

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 26th day of August in the year 2026
*(In words, indicate day, month and year.)*

for the following **PROJECT**:
*(Name and location or address)*

Chanhassen Community Center
Hwy 212 & Powers Blvd
Chanhassen, MN 55317

**THE OWNER:**
*(Name, legal status, and address)*

City of Chanhassen
700 Market Blvd
PO BOX 147
Chanhassen, MN 55317

**THE CONSTRUCTION MANAGER:**
*(Name, legal status, and address)*

RJM Construction, LLC
830 Boone Avenue N
Golden Valley, MN 55427

**TABLE OF ARTICLES**

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

**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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

### ARTICLE B.2 OWNER'S INSURANCE

**§ B.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required

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by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ B.2.2 Liability Insurance**
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ B.2.3 Required Property Insurance**
**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
*(Indicate below the cause of loss and any applicable sub-limit.)*

| Cause of Loss | Sub-Limit |
|---|---|

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|---|---|

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

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**§ B.2.3.3 Insurance for Existing Structures**
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**
The Owner shall purchase and maintain the insurance selected and described below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[ X ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ X ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ X ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ X ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction,

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repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**
The Owner shall purchase and maintain the insurance selected below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

[ X ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ B.2.5.2 Other Insurance**
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

| Coverage | Limits |
|---|---|

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
**§ B.3.1 General**
**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ B.3.2 Construction Manager's Required Insurance Coverage**
**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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*(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million Dollars ($ 5,000,000 ) each occurrence, Ten Million Dollars ($ 10,000,000 ) general aggregate, and Ten Million ($ 10,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) 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.

**§ B.3.2.4** The Construction Manager 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 insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, 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.

**§ B.3.2.5** Workers' Compensation at statutory limits.

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**§ B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

**§ B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) per claim and Ten Million Dollars ($ 10,000,000 ) in the aggregate.

**§ B.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ B.3.2.10** Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ B.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ B.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ B.3.3 Construction Manager's Other Insurance Coverage**

**§ B.3.3.1** Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.3.2** The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ **X** ] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with*

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*the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

| Coverage | Limits |
|---|---|
| a. RJM limits of insurance as per limits of RJM RJM limits of insurance as per limits in RJM Certificate of Insurance. | |
| b. Excess Umbrella Liability – Five Million Dollars ($5,000,000). | |

**§ B.3.4 Performance Bond and Payment Bond**
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
*(Specify type and penal sum of bonds.)*

| Type | Penal Sum ($0.00) |
|---|---|
| Payment Bond | TDB |
| Performance Bond | TDB |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. Subcontractors will be required to provide dual obligee bonds for the amount of their contract sum using ConcensusDocs bond forms. Contractor's bonds shall be for the that amount of the sum of this Agreement which is not subcontracted.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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# *Additions and Deletions Report for*

## *AIA® Document A133® – 2019 Exhibit B*

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.

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**PAGE 1:**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 26th day of August in the year 2026

Chanhassen Community Center

Hwy 212 & Powers Blvd

Chanhassen, MN 55317

City of Chanhassen

700 Market Blvd

PO BOX 147

Chanhassen, MN 55317

RJM Construction, LLC
830 Boone Avenue N
Golden Valley, MN 55427

**PAGE 3:**

[ X ]§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ X ]§ B.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ X ]§ B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ X ]§ B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes,

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building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

[ X ]§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

**PAGE 4:**

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million Dollars ($ 5,000,000 ) each occurrence, Ten Million Dollars ($ 10,000,000 ) general aggregate, and Ten Million ($ 10,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

**PAGE 5:**

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) 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.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) per claim and Ten Million Dollars ($ 10,000,000 ) in the aggregate.

**PAGE 6:**

[ X ]§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

RJM limits of insurance as per limits of RJM RJM limits of insurance as per limits in RJM Certificate of Insurance.

**PAGE 7:**

Excess Umbrella Liability – Five Million Dollars ($5,000,000).

TDB

TDB

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. Subcontractors will be required to provide dual obligee bonds for the amount of their contract sum using ConcensusDocs bond forms. Contractor's bonds shall be for the that amount of the sum of this Agreement which is not subcontracted.

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# 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 26th day of August in the year Two Thousand Twenty-six
*(In words, indicate day, month, and year.)*

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

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

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

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

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

Chanhassen Community Center
1351 Bluff Creek Blvd, Chanhassen, MN 5531
Chanhassen, MN 55317

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

BKV Group
222 North Second Street
Long & Kees Bldg, Suite 101
Minneapolis, MN 55401

The Owner and Construction Manager agree as follows.

THIS AGREEMENT AMENDS AND REPLACES THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, AIA DOCUMENT A133-2019 DATED 10/15/2025. THIS AGREEMENT COVERS LABOR AND INSTALLATION ONLY. MATERIAL AND EQUIPMENT PURCHASES ARE INCLUDED IN A SEPARATE AGREEMENT WHICH IS THE AIA DOCUMENT A103-2027 DATED 8/26/26. MATERIAL SHALL BE PURCHASED TAX EXEMPT BASED UPON CITY OF CHANHASSEN'S TAX-EXEMPT STATUS, AND RJM SHALL BE PURCHASING AGENT ON BEHALF OF CITY OF CHANHASSEN.

**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.

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.

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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, as described in Section 4.1.1:
*(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 proposed Chanhassen Bluffs Community Center will be an approximate 300,000-square-foot multi-use facility located at the southeast corner of the Avienda Development in Chanhassen, Minnesota. This community hub will include amenities such as an indoor walking track, field house, two sheets of ice, fitness and community rooms, and an indoor playground. The facility will also accommodate a future aquatic center expansion. The estimated overall project budget is $80 million, and the City aims to complete the project in time to host high school graduation ceremonies in June 2028.

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**§ 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 proposed project will include a building consisting of a two-story facility approximately 178,000 SF for a community center, plus 501 associated parking stalls.

**§ 1.1.3** The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
*(Provide total and, if known, a line item breakdown.)*

Thirty-five Million Two Hundred Fifty-two Thousand Two Hundred Forty Dollars and zero cents ($35,252,240) total labor project budget

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

**.1** Design phase milestone dates, if any:

Bid Documents complete spring 2026

**.2** Construction commencement date:

August 24, 2026

**.3** Substantial Completion date or dates:

660 days from the date of commencement of the work

**.4** Other milestone dates:

**§ 1.1.5** The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
*(Identify any requirements for fast-track scheduling or phased construction.)*

Construction manager shall perform all work in compliance with Minnesota Statutes §471.463

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager 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 Construction Manager 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.

**§ 1.1.7** Other Project information:
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

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**§ 1.1.8** The Owner identifies the following representative in accordance with Section 4.2:
*(List name, address, and other contact information.)*

City of Chanhassen
7700 Market Blvd
Chanhassen, MN 55317
Lauire Hokkanen, City Manager
Email: Lhokkanen@chanhassenmn.gov

**§ 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:
*(List name, address and other contact information.)*

Owner's representative will coordinate review with the City of Chanhassen CMAR project team.

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

**.1** Geotechnical Engineer:

Braun Intertec
11001 Hampshire Ave S
Bloomington, MN 55438

**.2** Civil Engineer:

Bolton-Menk
2638 Shadow Lane
Suite 200
Chaska, MN 55318

**.3** Other, if any:
*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

All other design and engineering disciplines required to fully engineer and design the project.

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

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

RJM Construction, LLC
Simon Mark, Project Manager
830 Boone Avenue North
Golden Valley, MN 55427
Phone: 612-297-4402
Email: simon.mark@rjmconstruction.com

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**§ 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.)*

Construction manager's staffing shall be as set forth in the construction Manager's proposal.

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:
*(List any Owner-specific requirements for subcontractor procurement.)*

Request for Qualifications (RFQ) and Request for Bids (RFB) and Construction Manager's proposal.

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

**§ 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 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. In the event of any inconsistency, conflict, or ambiguity between this Agreement and any other contract entered into by the Construction Manager relating to the Project, including AIA Document A103-2017, the provisions of AIA Document A133-2019, as modified by the Contract Documents and Supplementary Conditions, shall govern and control with respect to the Construction Manager's duties, authority, responsibilities, scheduling obligations, and coordination of the Project and separate contractors.

The Construction Manager acknowledges that its coordination, scheduling, administration, and management obligations under AIA Document A133-2019 are independent of and in addition to any obligations contained in AIA Document A103-2017. No provision of AIA Document A103-2017 shall be interpreted to diminish, limit, or excuse the Construction Manager's responsibilities established under AIA Document A133-2019.

### § 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 ensure that the prime contractors and their subcontractors and suppliers provide an adequate supply of workers, equipment and materials. The Construction Manager shall manage the prime contractors 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.

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**§ 2.2.1** Construction Manager is an independent contractor and not an agent of the Owner. Construction Manager shall be liable to the Owner for acts and omissions of Construction Manager and Construction Manager's Subcontractors and Suppliers of any tier, and their agents, employees and parties in privity of contract with any of them and anyone acting on behalf of any of them, and any other persons performing any of the Work directly or indirectly under contract with Construction Manager.

**§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction (as modified), 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** Deleted in its entirety.

**§ 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

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Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 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 Architect's review and the Owner's acceptance. Subject to written disclaimer or qualification from the Owner as to accuracy, the Construction Manager shall obtain the Architect's approval for the 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 Architect's review and 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 in the event that 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.

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**§ 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. All contracts for the Work shall be publicly bid in accordance with Minnesota Statutes, Section 471.345 and awarded by the Owner. The term "Subcontractors" used in this Agreement and in A201-2017 General Conditions shall mean the prime contractors that have bid for and been awarded contracts by the Owner, subject to assignment by Owner to Construction Manager.

**§ 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.

**§ 3.1.11.4** Construction Manager shall coordinate Owner-purchased and/or third party provided equipment with construction of the Project, including but not limited to coordination of mechanical and electrical needs with respect to the location and installation of the equipment and the timing of the delivery of the equipment. Construction Manager shall include deliveries of equipment in the construction schedule and will coordinate the Work to accommodate such deliveries.

**§ 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. 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

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

The Construction Manager's services shall include attendance at meetings with Chanhassen City Council members, city staff members, building construction officials, and other governmental officials as may be required for the development of the Project.

**§ 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 and Architect's review, and the Owner's 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 reasonably inferable therefrom. Such further development does not include material changes in scope, systems,

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kinds and quality of materials, finishes, or equipment, which, if required, and not reasonably deemed minor in nature, 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 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 for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 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** Delete in its entirety

**§ 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 and upon receipt of the Building Permit for the Project. 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.

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**§ 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, including such variances as may affect the Construction Manager's use of contingency and allowances, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

**§ 3.4 Coordination of Separate Contracts**

In its capacity as Construction Manager, and separate from its responsibilities as a contractor under any other Project contract, the Construction Manager shall coordinate, schedule, and manage the activities of all contractors and subcontractors performing Work at the Project site, including the Work performed by the Construction Manager under any separate contract with the Owner and contractors holding separate contracts with the Owner.

The Construction Manager shall prepare and maintain the Project Schedule and shall organize and direct the sequence and coordination of all Work to avoid conflicts, delays, interference, and duplication of effort.

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

**§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** Delete in its entirety

**§ 4.1.2** [Not Used.]

**§ 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

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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's Architect 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 and deemed appropriate, 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, so as 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.

**§ 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 any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. If requested, the Owner shall provide the Construction 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.)*

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Twenty Thousand Dollars ($20,000) lump sum, assumes 5 months of pre-construction per RFQ/RFP directive

**§ 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.)*

| Individual or Position | Rate |
|---|---|
| Project Executive | $215 |
| Project Manager | $165 |
| Estimator | $165 |
| MEP & Sustainability Coordinator | $195 |
| Virtual Design | $150 |
| Document Quality Control | $165 |

**§ 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 within five ( 5 ) months of the date of this Agreement, 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 upon presentation of the Construction Manager's invoice, unless disputed by the Owner in writing. Amounts unpaid thirty-five (35) 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. Amounts unpaid ( ) 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.)*

At the legal rate prevailing.

**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 shall be one and a half percent (1.50 %) of the Cost of the Work. The Construction Manager's Fee shall be invoiced as a stipulated sum based on the Guaranteed Maximum Price as stated in the Guaranteed Maximum Price Amendment.

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

For changes in the Work, the Construction Manager's Fee shall be one and one-half percent ( 1.50 %) of the increases in the Cost of the Work. There shall be no decrease in the Construction Manager's fee for deductive change orders.

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

Shall not exceed five percent (5%).

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed zero percent ( 0 %) 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.)*

The Owner and Construction Manager agree that the Construction Manager's failure to achieve Substantial Completion of the Work by the time period specified in Section 1.1.4.3 ("Scheduled Substantial Completion Date") will cause damages to the Owner that are difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Therefore, the Owner and Construction Manager agree that if Construction Manager fails to achieve Substantial Completion of the Work by the Scheduled Substantial Completion Date established at GMP, Construction Manager shall pay the Owner liquidated damages as follows: $3,500.00 per day for each day beyond the Scheduled Substantial Completion Date that the Project is delayed.

**§ 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.)*

**§ 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. In addition to Construction Manager's Fee, General Conditions and Contingency, the Guaranteed Maximum Price will be determined based upon public bids for prime contracts, which awarded bids will be assigned to Construction Manager for administration pursuant to subcontract agreements to be entered into between Construction Manager and the awarded bidder, as well as the General Conditions of the Contract for Construction, A201-2017 as modified Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

If the actual Cost of the Work and the Construction Manager's Fee total less than the Guaranteed Maximum Price, as may be adjusted by Changes to the Work, then the savings will be returned 100% to 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 may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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**§ 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.

**§ 6.4 POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL.**

**§ 6.4.1** In the event of significant delay or price increase of material, equipment or energy occurring during the performance of the contract through no fault of Contractor or its subcontractors, the contract sum, time of completion or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an items increases [5]% or more between the date of this Agreement and the date of installation.

**§ 6.4.2** The Owner upon receipt of notice of a significant price increase, shall advise Contractor within forty-eight (48) hours of an authorization to proceed with purchase of the specified equipment, building material or materials along with a corresponding increase to the Contract Sum, or of its intent to terminate this Agreement.

## 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** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 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 below:

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*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**Reimbursement rates per hours of service:**

Rates shall be subject to May 1 annual revisions to the Bargaining Laboring Agreements.

**Reimbursement rates per hours of service wherever employed in connection with the work as follows:**

- Project Principal / Vice President / Risk Management - $215.00/hour
- Project Executive/Chief Estimator - $215/hour
- Sr. Project Manager / MEP - $185/hour
- Project Manager / Estimator - $165/hour
- Scheduler/BIM - $180/hour
- Project Engineer / Estimating Engineer - $120/hour
- Project Administration / Accounting - $90/hour
- General Superintendent - $180/hour
- Safety Director - $165/hour
- Quality Control Director - $165/hour
- General Foreman/Field Superintendent - $160/hour

Rates shall be subject to May 1 annual revisions.

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs 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, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** Deleted in its entirety

**§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Owner payment obligations to Construction Manager, and the Construction Manager payment obligations to subcontractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes Section 471.425, specifically including the requirement that the Construction Manager pay subcontractors within ten (10) days of receipt of payment from the Owner.

**§ 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.

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**§ 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 for temporary facilities, machinery, equipment, 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 removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Reasonable costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Reasonable costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Reasonable 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** Premiums for insurance and bonds required by the Contract Documents.

1. General Liability Insurance rate $8.90/$1,000 revenue.
2. Builders Risk Insurance rate $2.50/$1,000 revenue.
3. Performance Bond rate 0.58% of the GMP amount.
4. Premiums for Subcontractor Bonds or Subcontractor Default Insurance (SDI); Subcontractor Bonds will vary dependent on rates determined by awarded subcontractor. SDI rate is 1.25% of subcontract value. SDI may be substituted for Subcontractor Performance Bonds if it is determined to be more cost-effective at the time of GMP. Subcontractor payment bonds will be required regardless.

**§ 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.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 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, but only if approved in advance by Owner in writing.

**§ 7.6.5.1** [Not Used.]

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**§ 7.6.6** Costs for communications services, electronic equipment, and software, related to the Work and located at the site, with the Owner's prior approval.

Technology fee rate is $8.90 per management labor hour.

**§ 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** [Not Used]

**§ 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, with the Owner's prior approval.

**§ 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 provided such costs are approved in advance by the Owner in writing.

**§ 7.6.12** Any overtime premium or shift differential expense to be incurred by the Construction Manager for hourly workers shall require Owner's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Construction Manager is required to work overtime as a result of an inexcusable delay or other coordination problems cause by the Construction Manager or anyone the Construction Manager is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will not be reimbursable costs.

**§ 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.

**§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of 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,

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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 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;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** 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;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- **.9** Costs for services incurred during the Preconstruction Phase;
- **.10** Legal, mediation, or arbitration costs, however incurred
- **.11** Drug testing for new hires or current employees, incentive or bonus programs (including safety), accounting and EEO and targeted business compliance staff or seminars.
- **.12** Off-site file storage
- **.13** Charges for mobile telephone including air time and data charges
- **.14** Costs for vacation, holiday, sick, and training time for Construction Manager's supervisory staff

## 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 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 deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its

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responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.**[Not Used.]

**§ 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. Without limiting the preceding sentence, the detailed records must include a record of all sales taxes paid by subcontractors for materials and supplies used in and equipment incorporated into the Project, together with supporting invoices that show the date of the taxable transaction, a description of the materials, supplies, or equipment on which sales tax was paid, the amount of sales tax paid, and the state to which the taxes were paid. The accounting and control systems shall be satisfactory to the Owner. 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 years after final payment, or for such longer period as may be required by law. All accounting records shall be maintained by the Construction Manager in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Construction Manager on a "cost-plus" basis with the Owner's consent shall have the same obligations to retain records and cooperate with audits as required of the Construction Manager under this Section. If any inspection by the Owner or the Owner's auditors of the Construction Manager's accounting records reveals an overcharge, the Construction Manager shall promptly refund to the Owner the amount of the overcharge and shall reimburse Owner for its expenses incurred to audit the Construction Manager's records.

**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:

**§ 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 amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment. Owner payment obligations to Construction Manager and Construction Manager payment obligation to the prime contractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes, Section 471.425, specifically including subdivision 4a requiring the Construction Manager to pay subcontractors within 10-days of receipt of payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

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**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit 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;

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.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 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;

.5 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

.6 Retainage withheld pursuant to Section 11.1.8.

**§ 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:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)

The Owner and the Construction Manager must comply with Minnesota Statutes Section 15.72 and Minnesota Statutes Section 337.10 regarding retainage payments.

**§ 11.1.8.1.1** The following items are not subject to retainage:
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

None.

**§ 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.)*

Retainage shall be reduced to 2.5 percent (2.5%) upon Substantial Completion.

**§ 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:
*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

**§ 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. Upon Substantial Completion as defined by Minn. Stat. § 541.051, subd. 1(a), all retainages and other amounts due to Construction Manager shall be paid to Construction Manager in full less one hundred fifty percent (150%) of the reasonable estimated costs of any

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incomplete Work and unsettled Claims. Such withheld amount shall be paid to Construction Manager monthly as such incomplete Work is completed and Claims are settled in accordance with Minnesota law.

**§ 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.

**§ 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;

**.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**.4** the Construction Manager has submitted as-built drawings required by the Contract Documents;

**.5** the Construction Manager has submitted all certifications, inspections and testing reports, operations and maintenance manuals, manufacturer, subcontractor and supplier warranties, and other close-out documentation required by the Contract Documents; and

**.6** the Construction Manager has submitted executed and notarized final releases of claims (including a release of claims against any bond for the Project), on Construction Manager's own behalf and on behalf of all of its Subcontractors, suppliers and other vendors (of every tier), for all Work performed for the Project;.

**§ 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.

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**§ 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:

**§ 11.2.3.1** If Construction Manager fails to pay any Subcontractors or suppliers amounts owed under their subcontracts, the Owner shall have the right, but not the obligation, to pay the unpaid Subcontractors and suppliers directly and subtract the amount paid from the Contract Sum.

**§ 11.2.3.2** Owner will at all times have the right to withhold from payment to the Construction Manager such amounts as may be necessary to protect the Owner from damages, costs, and expenses that have or may reasonably result from the Construction Manager's negligence or breach of the Contract Documents.

**§ 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. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from thirty (30) days after the date payment is due at the rate stated below.
*(Insert rate of interest agreed upon, if any.)*

%
One and one-half percent (1.5% per month in accordance with Minn. Stat. § 471.425 Subd. 4.

**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.)*

**§ 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

[ **X** ] Litigation in a court of competent jurisdiction

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[ ] Other: *(Specify)*

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

## 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.

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**§ 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' 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.)*

**§ 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.

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**§ 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**

**§ 14.3.1**

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than ($ ) for each occurrence and ($ ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($ ) per accident, and Two Million Dollars ( $2,000,000) in the aggregate 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.

**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less ($ ) each accident, ($ ) disease/each employee, and ($ ) disease policy limit.

**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.
The Construction Manager shall at all times during the term of this Agreement keep in force the following:

a. Commercial general liability insurance.

b. Professional liability insurance.

c. Workers' compensation insurance as required by Minnesota Statute.

d. Builder's Risk insurance and Builder's Risk insurance on the Direct Purchase Materials naming the City as the insured or as an additional insured.

The insurance required under this section shall be subject to review and approval of the Owner and shall provide a minimum coverage of $5 million for commercial and builder's risk, state statutory requirements for workers' compensation and $5 million for professional liability. The Construction Manager will provide the City with certificates for the above policies, with the City named as an additional insured under the commercial general liability insurance, within sixty (60) days of execution of this Agreement and on or before January 1 each year for any policies that have changed during the previous calendar year. The City shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained.

§ 8.**2** Indemnification and Insurance. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors, omissions, or intentional misconduct of the Construction Manager, its

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employees and its consultants in providing the services under this Agreement. For claims that are covered by the Construction Manager's commercial general liability or automobile liability insurance, the Construction Manager shall also be required to defend the Owner and the Owner's officers and employees from claims by third parties.

The Construction Manager further agrees that in order to protect itself as well as the Owner, under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following insurance coverages and minimum policy limits :

1) Commercial general liability $5 million each occurrence; and $10 million annual aggregate
2) Automobile liability $5 million combined single limit
3) Professional liability $5 million; $10,000,000 annual aggregate
4) Workers' compensation as required by Minnesota Statute. The Construction Manager shall also carry Employers' Liability Coverage with minimum limits as follows:

- $1,000,000 – Bodily Injury by Disease per employee
- $1,000,000 – Bodily Injury by Disease aggregate
- $1,000,000 – Bodily Injury by Accident

The required coverage may be met by use of umbrella/excess insurance. The Owner shall be named as an additional insured on the general liability and any umbrella policies on a primary and noncontributory basis.

The insurance required under this section shall be subject to review and approval of the Owner, and shall meet statutory limits of liability for a City under Minn. Stat. § 466.04, other state statutory requirements, the value of property being insured, and the anticipated level of risk involved with the Project. The Construction Manager will provide the Owner with certificates for the above policies within sixty (60) days of execution of this Agreement and on or before January 1 each year, or the date upon which the policies expire each year, for any policies that have changed during the previous calendar year. The Owner shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained.

To the extent damages are covered by property insurance under a builder's risk policy, the Owner and Construction Manager 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. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Construction Manager 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.

**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

| Coverage | Limits |
|---|---|
| RJM limits of insurance as per limits of RJM Certificate of Insurance. | |
| Excess Umbrella Liability – Five Million Dollars ($5,000,000) | |

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**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices 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 Construction Manager'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.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in 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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 14.5** Other provisions:

**§ 14.5.1 Non-Discrimination.** Construction Manager shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, gender identity, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any scope of work carried out by Construction Manager or any Subcontractors of any tier. The Construction Manager agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

**§ 14.5.2** The Construction Manager, its Subcontractors and the Owner must comply with the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Ch. 13, as it applies to all data provided by the Owner in accordance with this Contract and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Construction Manager in accordance with this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the Construction Manager, its Subcontractors or the Owner. In the event the Construction Manager or its Subcontractors receive a request to release the data referred to in this clause, the Construction Manager must immediately notify the Owner. The Owner will give the Construction Manager instructions concerning the release of the data to the requesting party before the data is released.

**§ 14.5.3** Pursuant to Minn. Stat., § 16C.05, subd. 5, Construction Manager agrees that the books, records, documents and accounting procedures and practices of Construction Manager, that are relevant to the Contract Documents or transaction, are subject to examination by the Owner, the Owner's auditor, and the state auditor for a minimum of six (6) years. Construction Manager shall maintain such records for a minimum of six (6) years after final payment.

**§ 14.5.4** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any modification or amendment of to this

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Agreement shall require a written agreement signed by both Parties. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota

**§ 14.5.5 Allocation of Section 179D Deduction to Construction Manager.** Owner acknowledges and represents that the project site where the Work is to be performed and all building improvement located on the same are government-owned buildings as Owner is a political subdivision and owns the property, building and other improvements where the Work is to be performed. Customer hereby allocates to Construction Manager all section 179D deductions related to the Work. Customer further acknowledges that Construction Manager is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at Owner's commercial building property described herein. Owner agrees to complete and execute the "form for allocation Deduction, which is attached hereto as Exhibit C and incorporated herein by reference. Owner also agrees to participate in an analysis, inspection and/or certification required by statute or otherwise deemed necessary by Construction Manager to ensure that the section 179 deduction is received.

## 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 at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified.

**.2** AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, as modified, if executed

**.3** AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as modified

**.4** AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

**.5** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

**.6** Other Exhibits:
*(Check all boxes that apply.)*

[ ] 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.)*

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**.7** Other documents, if any, listed below:

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*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Reference Exhibit C form for allocation of section 179D Deduction:

**§ 15.3 Other provisions:**

**§ 15.3.1** The Contractor shall comply with the requirements of Minn. Stat. § 471.425, subd. 4a, Prompt Payment to Contractor, which is incorporated herein by this reference.

**§ 15.3.2 Disclosure of Information**. All information, files, records, memoranda and other data of the Owner which the Owner provides to the Construction Manager of which the Construction Manager becomes aware of in the performance of its duties hereunder ("Owner Information") shall be deemed by the parties to be the property of the Owner. The Owner may authorize the Construction Manager to disclose the Owner Information to third parties in connection with the performance of its duties hereunder if the data is classified as public, or is otherwise authorized, under the Minnesota Government Data Practices Act.

**§ 15.3.3 Non-Discrimination**. During the performance of this Agreement, the Construction Manager shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, familial status, sexual orientation, status with regard to public assistance, disability or age. The Construction Manager shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non¬discrimination clause and stating that all qualified applicants will receive consideration for employment. The Construction Manager shall incorporate the foregoing requirements of this section in all of its subcontracts and will require all of its subcontractors to incorporate' such requirements in all subcontracts.

**§ 15.3.4 Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

| | |
|---|---|
| | DocuSigned by: Ted Beckman 7457525E7FAE414... |
| **OWNER** *(Signature)* | **CONSTRUCTION MANAGER** *(Signature)* |
| BY: | BY: Ted Beckman, President |
| *(Printed name and title)* | *(Printed name and title)* |
| | DS BB 9/21/2026 |

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## Exhibit C

### Allocation of Energy Efficient Building Deductions to Designer of Government-Owned Building

Under the US Tax Code, designers are eligible for a Federal tax deduction, if they are primarily responsible for the design of any government owned buildings that meet certain energy efficient standards. To receive this deduction, a representative of the government entity must determine the primary designer and assign the allocation deduction[1]. More information from the IRS on the allocation of this deduction is available at: http://www.irs.gov/irb/2008-14_IRB/ar12.html

_____ retains Walker Reid Strategies, third-party professionals to perform energy analysis, modeling, field work and certifications to determine whether the referenced property or properties, in fact, meet the criteria under the Internal Revenue Code 179D to allow for tax deductions. The Owner will also be provided with the summary analysis and reports detailing the findings and section 179D deduction amount. The Owner is not responsible for certification of the energy efficient commercial property.

**GOVERNMENT ENTITY BUILDING INFORMATION**

**ALLOCATION PERCENTAGE 100%**
**BUILDING NAME AND ADDRESS:** _____
**IN SERVICE DATE:** _____
**COST:** _____

[1]Section 3.01 of the Internal Revenue Service Notice 2008-40 states the following: "In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under §179D) that is installed on or in property owned by a Federal, State or local government or a political subdivision thereof, the owner of the property may allocate the §179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a §179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service."

This property or properties are owned by government entity _____ ("Owner")
Owner agrees and confirms that _____ ("Designer") had primary responsibility for complete design, including the technical specifications for the applicable energy efficient components of the referenced commercial building properties.

As such, Owner agrees to allocate the applicable tax deductions to the Designer as per 179D.

Under penalties of perjury, I declare that I have examined this allocation and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.[2][3]

_____ _____
Authorized Representative of Owner Date

Name: _____ Address: _____

Title: _____ Telephone: _____

_____

Authorized Representative of _____

Name: _____ Address: _____

Title: _____ Telephone: _____

[2]*Section 3.02 Designer of Government-Owned Buildings.* A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under §179D). A designer may include for example, an architect, engineer, contractor, environmental consultant, or energy services provider who creates the technical specifications for a new building, an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under §179D). A person that merely installs, repairs, or maintains the property is not a designer.
[3]Section 3.04 of Internal Revenue Service Notice 2008-40 requires signatures be made under good faith. Similar to U.S. income tax return, any intent to falsify affirmation or deliberately make inaccurate statements may be subject to penalties of perjury.

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# *Additions and Deletions Report for*
## *AIA® Document A133® – 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.

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**PAGE 1:**

AGREEMENT made as of the 26th day of August in the year Two Thousand Twenty-six

City of Chanhassen

7700 Market Blvd

PO Box 147

Chanhassen, MN 55317

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

-

Chanhassen Community Center
1351 Bluff Creek Blvd, Chanhassen, MN 5531
Chanhassen, MN 55317

BKV Group

222 North Second Street

Long & Kees Bldg, Suite 101

Minneapolis, MN 55401

THIS AGREEMENT AMENDS AND REPLACES THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, AIA DOCUMENT A133-2019 DATED 10/15/2025. THIS AGREEMENT COVERS LABOR AND INSTALLATION ONLY. MATERIAL AND EQUIPMENT PURCHASES ARE INCLUDED IN A SEPARATE AGREEMENT WHICH IS THE AIA DOCUMENT A103-2027 DATED 8/26/26. MATERIAL SHALL BE PURCHASED TAX EXEMPT BASED UPON CITY OF CHANHASSEN'S TAX-EXEMPT STATUS, AND RJM SHALL BE PURCHASING AGENT ON BEHALF OF CITY OF CHANHASSEN.

**PAGE 2:**

The proposed Chanhassen Bluffs Community Center will be an approximate 300,000-square-foot multi-use facility located

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at the southeast corner of the Avienda Development in Chanhassen, Minnesota. This community hub will include amenities such as an indoor walking track, field house, two sheets of ice, fitness and community rooms, and an indoor playground. The facility will also accommodate a future aquatic center expansion. The estimated overall project budget is $80 million, and the City aims to complete the project in time to host high school graduation ceremonies in June 2028.

**PAGE 3:**

The proposed project will include a building consisting of a two-story facility approximately 178,000 SF for a community center, plus 501 associated parking stalls.

Thirty-five Million Two Hundred Fifty-two Thousand Two Hundred Forty Dollars and zero cents ($35,252,240) total labor project budget

Bid Documents complete spring 2026

August 24, 2026

660 days from the date of commencement of the work

Construction manager shall perform all work in compliance with Minnesota Statutes §471.463

City of Chanhassen

7700 Market Blvd
Chanhassen, MN 55317

Lauire Hokkanen, City Manager

**PAGE 4:**

Email: Lhokkanen@chanhassenmn.gov

Owner's representative will coordinate review with the City of Chanhassen CMAR project team.

Braun Intertec

11001 Hampshire Ave S

Bloomington, MN 55438

Bolton-Menk

2638 Shadow Lane

Suite 200

Chaska, MN 55318

All other design and engineering disciplines required to fully engineer and design the project.

RJM Construction, LLC
Simon Mark, Project Manager
830 Boone Avenue North
Golden Valley, MN 55427

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Phone: 612-297-4402
Email: HYPERLINK "mailto:simon.mark@rjmconstruction.com" simon.mark@rjmconstruction.com

Construction manager's staffing shall be as set forth in the construction Manager's proposal.

Request for Qualifications (RFQ) and Request for Bids (RFB) and Construction Manager's proposal.

**PAGE 5:**

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~~ In the event of any inconsistency, conflict, or ambiguity between this Agreement and any other contract entered into by the Construction Manager relating to the Project, including AIA Document A103-2017, the provisions of AIA Document A133-2019, as modified by the Contract Documents and Supplementary Conditions, shall govern and control with respect to the Construction Manager's duties, authority, responsibilities, scheduling obligations, and coordination of the Project and separate contractors.

The Construction Manager acknowledges that its coordination, scheduling, administration, and management obligations under AIA Document A133-2019 are independent of and in addition to any obligations contained in AIA Document A103-2017. No provision of AIA Document A103-2017 shall be interpreted to diminish, limit, or excuse the Construction Manager's responsibilities established under AIA Document A133-2019.

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~~ensure that the prime contractors and their subcontractors and suppliers provide an adequate supply of workers, equipment and materials~~; and~~. The Construction Manager shall manage the prime contractors 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.

§ 2.2.1 Construction Manager is an independent contractor and not an agent of the Owner. Construction Manager shall be liable to the Owner for acts and omissions of Construction Manager and Construction Manager's Subcontractors and Suppliers of any tier, and their agents, employees and parties in privity of contract with any of them and anyone acting on behalf of any of them, and any other persons performing any of the Work directly or indirectly under contract with Construction Manager.

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction (as modified), 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.

**PAGE 6:**

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§ 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.~~Deleted in its entirety.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written~~building information modeling and digital data protocols for the ~~development, use, transmission, reliance, and exchange of digital data, including building information models for the Project~~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.

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 Architect's review and the Owner's acceptance. ~~The~~ Subject to written disclaimer or qualification from the Owner as to accuracy, the Construction Manager shall obtain the Architect's approval for the 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.

**PAGE 7:**

§ 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. All contracts for the Work shall be publicly bid in accordance with Minnesota Statutes, Section 471.345 and awarded by the Owner. The term "Subcontractors" used in this Agreement and in A201-2017 General Conditions shall mean the prime contractors that have bid for and been awarded contracts by the Owner, subject to assignment by Owner to Construction Manager.

§ 3.1.11.4 Construction Manager shall coordinate Owner-purchased and/or third party provided equipment with construction of the Project, including but not limited to coordination of mechanical and electrical needs with respect to the location and installation of the equipment and the timing of the delivery of the equipment. Construction Manager shall include deliveries of equipment in the construction schedule and will coordinate the Work to accommodate such deliveries.

**PAGE 8:**

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.

The Construction Manager's services shall include attendance at meetings with Chanhassen City Council members, city staff members, building construction officials, and other governmental officials as may be required for the development of the Project.

§ 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 reasonably inferable therefrom. Such further development does not include material changes in scope, systems, kinds and quality of materials, finishes, or equipment, ~~all of~~ which, if required, and not reasonably deemed minor in nature, shall be incorporated by Change Order.

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§ 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.~~Delete in its entirety

§ 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 and upon receipt of the Building Permit for the Project. 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.

**PAGE 10:**

§ 4.1.4.3 The Owner, when such services are requested and deemed appropriate, 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.

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, including such variances as may affect the Construction Manager's use of contingency and allowances, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.4 Coordination of Separate Contracts

In its capacity as Construction Manager, and separate from its responsibilities as a contractor under any other Project contract, the Construction Manager shall coordinate, schedule, and manage the activities of all contractors and subcontractors performing Work at the Project site, including the Work performed by the Construction Manager under any separate contract with the Owner and contractors holding separate contracts with the Owner.

The Construction Manager shall prepare and maintain the Project Schedule and shall organize and direct the sequence and coordination of all Work to avoid conflicts, delays, interference, and duplication of effort.

§ 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.~~ Delete in its entirety

§ 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 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.~~[Not Used.]

§ 4.1.4.2 The ~~Owner~~ Owner's Architect 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.

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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 any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. ~~The~~ If requested, the Owner shall provide the Construction 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.

Twenty Thousand Dollars ($20,000) lump sum, assumes 5 months of pre-construction per RFQ/RFP directive

Project Executive

$215

Project Manager

$165

Estimator

$165

MEP & Sustainability Coordinator

$195

Virtual Design

$150

Document Quality Control

$165

**PAGE 12:**

The Owner and Construction Manager agree that the Construction Manager's failure to achieve Substantial Completion of the Work by the time period specified in Section 1.1.4.3 ("Scheduled Substantial Completion Date") will cause damages to the Owner that are difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Therefore, the Owner and Construction Manager agree that if Construction Manager fails to achieve Substantial Completion of the Work by the Scheduled Substantial Completion Date established at GMP, Construction Manager shall pay the Owner liquidated damages as follows: $3,500.00 per day for each day beyond the Scheduled Substantial Completion Date that the Project is delayed.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within five ( 5 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. ~~Amounts unpaid ( ,~~ unless disputed by the Owner in writing. Amounts unpaid thirty-five (35) 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. Amounts unpaid ( ) 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.

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~~%~~ At the legal rate prevailing.

The Construction Manager's Fee shall be one and a half percent (1.50 %) of the Cost of the Work. The Construction Manager's Fee shall be invoiced as a stipulated sum based on the Guaranteed Maximum Price as stated in the Guaranteed Maximum Price Amendment.

-

For changes in the Work, the Construction Manager's Fee shall be one and one-half percent ( 1.50 %) of the increases in the Cost of the Work. There shall be no decrease in the Construction Manager's fee for deductive change orders.

-

Shall not exceed five percent (5%).

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed zero percent ( 0 %) of the standard rental rate paid at the place of the Project..

**PAGE 13:**

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. In addition to Construction Manager's Fee, General Conditions and Contingency, the Guaranteed Maximum Price will be determined based upon public bids for prime contracts, which awarded bids will be assigned to Construction Manager for administration pursuant to subcontract agreements to be entered into between Construction Manager and the awarded bidder, as well as the General Conditions of the Contract for Construction, A201-2017 as modified Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

If the actual Cost of the Work and the Construction Manager's Fee total less than the Guaranteed Maximum Price, as may be adjusted by Changes to the Work, then the savings will be returned 100% to the Owner.

§ 6.4 POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL.

§ 6.4.1 In the event of significant delay or price increase of material, equipment or energy occurring during the performance of the contract through no fault of Contractor or its subcontractors, the contract sum, time of completion or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an items increases [5]% or more between the date of this Agreement and the date of installation.

**PAGE 14:**

§ 6.4.2 The Owner upon receipt of notice of a significant price increase, shall advise Contractor within forty-eight (48) hours of an authorization to proceed with purchase of the specified equipment, building material or materials along with a corresponding increase to the Contract Sum, or of its intent to terminate this Agreement.

Reimbursement rates per hours of service:

Rates shall be subject to May 1 annual revisions to the Bargaining Laboring Agreements.

Reimbursement rates per hours of service wherever employed in connection with the work as follows:

-

Project Principal / Vice President / Risk Management - $215.00/hour

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Project Executive/Chief Estimator - $215/hour

Sr. Project Manager / MEP - $185/hour

Project Manager / Estimator - $165/hour

Scheduler/BIM - $180/hour

Project Engineer / Estimating Engineer - $120/hour

Project Administration / Accounting - $90/hour

General Superintendent - $180/hour

Safety Director - $165/hour

Quality Control Director - $165/hour

General Foreman/Field Superintendent - $160/hour

Rates shall be subject to May 1 annual revisions.

**PAGE 15:**

§ 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.~~ Deleted in its entirety

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Owner payment obligations to Construction Manager, and the Construction Manager payment obligations to subcontractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes Section 471.425, specifically including the requirement that the Construction Manager pay subcontractors within ten (10) days of receipt of payment from the Owner.

§ 7.5.3 ~~Costs~~Reasonable costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 ~~Costs~~Reasonable costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 ~~Costs~~Reasonable costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6.1 Premiums for ~~that portion of~~ insurance and bonds required by the Contract Documents ~~that can be directly attributed to this Contract.~~

General Liability Insurance rate $8.90/$1,000 revenue.

Builders Risk Insurance rate $2.50/$1,000 revenue.

Performance Bond rate 0.58% of the GMP amount.

Premiums for Subcontractor Bonds or Subcontractor Default Insurance (SDI); Subcontractor Bonds will vary dependent on rates determined by awarded subcontractor. SDI rate is 1.25% of subcontract value. SDI may be substituted for Subcontractor Performance Bonds if it is determined to be more cost-effective at the time of GMP. Subcontractor payment bonds will be required regardless.

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§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents, but only if approved in advance by Owner in writing.

§ 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.~~[Not Used.]

§ 7.6.6 Costs for communications services, electronic equipment, and software, ~~directly~~ related to the Work and located at the site, with the Owner's prior approval.

Technology fee rate is $8.90 per management labor hour.

§ 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.~~[Not Used]

§ 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 provided such costs are approved in advance by the Owner in writing.

§ 7.6.12 Any overtime premium or shift differential expense to be incurred by the Construction Manager for hourly workers shall require Owner's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Construction Manager is required to work overtime as a result of an inexcusable delay or other coordination problems cause by the Construction Manager or anyone the Construction Manager is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will not be reimbursable costs.

**PAGE 17:**

.2Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval;

.8Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; ~~and~~

.9 Costs for services incurred during the Preconstruction Phase.~~;~~

.10 Legal, mediation, or arbitration costs, however incurred

.11Drug testing for new hires or current employees, incentive or bonus programs (including safety), accounting and EEO and targeted business compliance staff or seminars.

.12 Off-site file storage

.13Charges for mobile telephone including air time and data charges

**PAGE 18:**

.14Costs for vacation, holiday, sick, and training time for Construction

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Manager's supervisory staff

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. Without limiting the preceding sentence, the detailed records must include a record of all sales taxes paid by subcontractors for materials and supplies used in and equipment incorporated into the Project, together with supporting invoices that show the date of the taxable transaction, a description of the materials, supplies, or equipment on which sales tax was paid, the amount of sales tax paid, and the state to which the taxes were paid. The accounting and control systems shall be satisfactory to the Owner. 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 years after final payment, or for such longer period as may be required by law. All accounting records shall be maintained by the Construction Manager in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Construction Manager on a "cost-plus" basis with the Owner's consent shall have the same obligations to retain records and cooperate with audits as required of the Construction Manager under this Section. If any inspection by the Owner or the Owner's auditors of the Construction Manager's accounting records reveals an overcharge, the Construction Manager shall promptly refund to the Owner the amount of the overcharge and shall reimburse Owner for its expenses incurred to audit the Construction Manager's records.

§ 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.~~[Not Used.]

**PAGE 19:**

§ 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 amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment. Owner payment obligations to Construction Manager and Construction Manager payment obligation to the prime contractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes, Section 471.425, specifically including subdivision 4a requiring the Construction Manager to pay subcontractors within 10-days of receipt of payment.

**PAGE 20:**

Five percent (5%)

The Owner and the Construction Manager must comply with Minnesota Statutes Section 15.72 and Minnesota Statutes Section 337.10 regarding retainage payments.

None.

Retainage shall be reduced to 2.5 percent (2.5%) upon Substantial Completion.

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§ 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. Upon Substantial Completion as defined by Minn. Stat. § 541.051, subd. 1(a), all retainages and other amounts due to Construction Manager shall be paid to Construction Manager in full less one hundred fifty percent (150%) of the reasonable estimated costs of any incomplete Work and unsettled Claims. Such withheld amount shall be paid to Construction Manager monthly as such incomplete Work is completed and Claims are settled in accordance with Minnesota law.

.2the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; ~~and~~

.4 the Construction Manager has submitted as-built drawings required by the Contract Documents;

.5 the Construction Manager has submitted all certifications, inspections and testing reports, operations and maintenance manuals, manufacturer, subcontractor and supplier warranties, and other close-out documentation required by the Contract Documents; and

.6the Construction Manager has submitted executed and notarized final releases of claims (including a release of claims against any bond for the Project), on Construction Manager's own behalf and on behalf of all of its Subcontractors, suppliers and other vendors (of every tier), for all Work performed for the Project;.

**PAGE 22:**

§ 11.2.3.1 If Construction Manager fails to pay any Subcontractors or suppliers amounts owed under their subcontracts, the Owner shall have the right, but not the obligation, to pay the unpaid Subcontractors and suppliers directly and subtract the amount paid from the Contract Sum.

§ 11.2.3.2 Owner will at all times have the right to withhold from payment to the Construction Manager such amounts as may be necessary to protect the Owner from damages, costs, and expenses that have or may reasonably result from the Construction Manager's negligence or breach of the Contract Documents.

Payments due and unpaid under the Contract shall bear interest from thirty (30) days after 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~~.

One and one-half percent (1.5% per month in accordance with Minn. Stat. § 471.425 Subd. 4.

**PAGE 23:**

[ X ] Litigation in a court of competent jurisdiction

**PAGE 25:**

The insurance required under this section shall be subject to review and approval of the Owner and shall provide a minimum coverage of $5 million for commercial and builder's risk, state statutory requirements for workers' compensation and $5 million for professional liability. The Construction Manager will provide the City with certificates for the above policies, with the City named as an additional insured under the commercial general liability insurance, within sixty (60) days of execution of this Agreement and on or before January 1 each year for any policies that have changed during the previous calendar year. The City shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained.

§ 14.3.1 ~~Preconstruction Phase~~

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services~~

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~~performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($ ~~-~~ ) per accident, and Two Million Dollars ( $2,000,000) in the aggregate 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.

~~§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($ ) each employee, and ($ ) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.~~

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less ($ ) each accident, ($ ) disease/each employee, and ($ ) disease policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

The Construction Manager shall at all times during the term of this Agreement keep in force the following:

Commercial general liability insurance.

Professional liability insurance.

Workers' compensation insurance as required by Minnesota Statute.

Builder's Risk insurance and Builder's Risk insurance on the Direct Purchase Materials naming the City as the insured or as an additional insured.

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§ 8.2 Indemnification and Insurance. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors, omissions, or intentional misconduct of the Construction Manager, its employees and its consultants in providing the services under this Agreement. For claims that are covered by the Construction Manager's commercial general liability or automobile liability insurance, the Construction Manager shall also be required to defend the Owner and the Owner's officers and employees from claims by third parties.

The Construction Manager further agrees that in order to protect itself as well as the Owner, under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following insurance coverages and minimum policy limits :

1) Commercial general liability $5 million each occurrence; and $10 million annual aggregate

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2) Automobile liability $5 million combined single limit

3) Professional liability $5 million; $10,000,000 annual aggregate

4)Workers' compensation as required by Minnesota Statute. The Construction Manager shall also carry Employers' Liability Coverage with minimum limits as follows:

- $1,000,000 – Bodily Injury by Disease per employee
- $1,000,000 – Bodily Injury by Disease aggregate
- $1,000,000 – Bodily Injury by Accident

The required coverage may be met by use of umbrella/excess insurance. The Owner shall be named as an additional insured on the general liability and any umbrella policies on a primary and noncontributory basis.

The insurance required under this section shall be subject to review and approval of the Owner, and shall meet statutory limits of liability for a City under Minn. Stat. § 466.04, other state statutory requirements, the value of property being insured, and the anticipated level of risk involved with the Project. The Construction Manager will provide the Owner with certificates for the above policies within sixty (60) days of execution of this Agreement and on or before January 1 each year, or the date upon which the policies expire each year, for any policies that have changed during the previous calendar year. The Owner shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained.

To the extent damages are covered by property insurance under a builder's risk policy, the Owner and Construction Manager 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. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Construction Manager 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.

RJM limits of insurance as per limits of RJM Certificate of Insurance.

Excess Umbrella Liability – Five Million Dollars ($5,000,000)

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§ 14.5.1 Non-Discrimination. Construction Manager shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, gender identity, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any scope of work carried out by Construction Manager or any Subcontractors of any tier. The Construction Manager agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

§ 14.5.2 The Construction Manager, its Subcontractors and the Owner must comply with the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Ch. 13, as it applies to all data provided by the Owner in accordance with this Contract and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Construction Manager in accordance with this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the Construction Manager, its Subcontractors or the Owner. In the event the Construction Manager or its Subcontractors receive a request to release the data referred to in this clause, the Construction Manager must immediately notify the Owner. The Owner will give the Construction Manager instructions concerning the

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release of the data to the requesting party before the data is released.

§ 14.5.3 Pursuant to Minn. Stat., § 16C.05, subd. 5, Construction Manager agrees that the books, records, documents and accounting procedures and practices of Construction Manager, that are relevant to the Contract Documents or transaction, are subject to examination by the Owner, the Owner's auditor, and the state auditor for a minimum of six (6) years. Construction Manager shall maintain such records for a minimum of six (6) years after final payment.

§ 14.5.4 This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~polices 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 Construction Manager'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.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with ~~a building information modeling exhibit~~AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

~~§ 14.5 Other provisions:~~

§ 14.5 Other provisions:

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§ 14.5.5 Allocation of Section 179D Deduction to Construction Manager. Owner acknowledges and represents that the project site where the Work is to be performed and all building improvement located on the same are government-owned buildings as Owner is a political subdivision and owns the property, building and other improvements where the Work is to be performed. Customer hereby allocates to Construction Manager all section 179D deductions related to the Work. Customer further acknowledges that Construction Manager is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at Owner's commercial building property described herein. Owner agrees to complete and execute the "form for allocation Deduction, which is attached hereto as Exhibit C and incorporated herein by reference. Owner also agrees to participate in an analysis, inspection and/or certification required by statute or otherwise deemed necessary by Construction Manager to ensure that the section 179 deduction is received.

.1AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager ~~as Constructor~~ at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified.

.2AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, as modified, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as modified

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

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.5AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, ~~if completed~~dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Reference Exhibit C form for allocation of section 179D Deduction:

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§ 15.3 Other provisions:

§ 15.3.1 The Contractor shall comply with the requirements of Minn. Stat. § 471.425, subd. 4a, Prompt Payment to Contractor, which is incorporated herein by this reference.

§ 15.3.2 Disclosure of Information. All information, files, records, memoranda and other data of the Owner which the Owner provides to the Construction Manager of which the Construction Manager becomes aware of in the performance of its duties hereunder ("Owner Information") shall be deemed by the parties to be the property of the Owner. The Owner may authorize the Construction Manager to disclose the Owner Information to third parties in connection with the performance of its duties hereunder if the data is classified as public, or is otherwise authorized, under the Minnesota Government Data Practices Act.

§ 15.3.3 Non-Discrimination. During the performance of this Agreement, the Construction Manager shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, familial status, sexual orientation, status with regard to public assistance, disability or age. The Construction Manager shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non¬discrimination clause and stating that all qualified applicants will receive consideration for employment. The Construction Manager shall incorporate the foregoing requirements of this section in all of its subcontracts and will require all of its subcontractors to incorporate' such requirements in all subcontracts.

§ 15.3.4 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

BY: Ted Beckman, President

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*AIA® Document D401™ – 2003*

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_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**
*(Name and location or address)*

Chanhassen Community Center
1351 Bluff Creek Blvd
Chanhassen, MN 55317

**THE OWNER:**
*(Name, legal status and address)*

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

**THE ARCHITECT:**
*(Name, legal status and address)*

BKV Group
2222 North Second Street
Long & Kees Bldg, Suite 101
Minneapolis, MN 55401

**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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, 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.

#### § 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 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.

### § 1.2 Correlation and Intent of the Contract Documents

**§ 1.2.1** The Contract Documents are to be read and interpreted as a whole. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work and to require Contractor to provide the highest quality and greatest quantity consistent with the Contract Documents. If there are inconsistencies within or among part of the Contract Documents or between the

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Contract Documents and applicable standards, codes or ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements; either or all in accordance with the Architect's interpretation. The terms and conditions of this subparagraph 1.2.1 shall not relieve the Contractor of any of its obligations as set forth in Article 3.

.1 Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.

.2 If a minor change in the Work is necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Architect for approval by the Architect before making the change.

The Owner shall not be required to make any adjustment to either the Contract Sum or Contract Time because of any failure by the Contractor to comply with the requirements of this Subparagraph 1.2.1. Actual or alleged conflicts or inconsistencies between the Drawings and Specifications or other Contract Documents shall be brought to the Architect's and Architect's attention in writing, prior to performing the affected Work. The Architect's and Construction Manager's directions, as communicated through the Architect, shall be followed by the Contractor.

**§ 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.

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**§ 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 if a method for electronic transmission is set forth in the Agreement.

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

**§ 1.8 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. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 WORK IS TO PROCEED AS A NO-LIEN PROJECT IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA REGARDING PUBLIC PROJECTS. CONTRACTOR SHALL PROVIDE TO THE OWNER BOTH A LABOR AND MATERIAL PAYMENT BOND AND A PERFORMANCE BOND EACH IN THE AMOUNT OF THE CONTRACT PRICE PRIOR TO THE COMMENCEMENT OF WORK AS REQUIRED BY MINNESOTA STATUTES 574.26. THE CONTRACTOR, FOR ITSELF AND FOR ALL WHO CLAIM THROUGH THE CONTRACTOR, ACKNOWLEDGES AND AGREES: (I) THAT BECAUSE IT IS A PUBLIC PROJECT, NO LIEN SHALL ATTACH TO THE REAL ESTATE ON WHICH THE PROJECT IS LOCATED OR TO ANY IMPROVEMENTS NOW EXISTING OR TO BE CONSTRUCTED THEREON IN FAVOR OF THE CONTRACTOR OR ANY SUBCONTRACTOR, MECHANIC, JOURNEYMAN, LABORER, MATERIAL VENDOR, LESSOR OF TOOLS OR EQUIPMENT OR ANY OTHER PARTY WHO MAY FURNISH WORK, MATERIALS, EQUIPMENT, SERVICES, TOOLS OR MACHINERY FOR THE DESIGN OR CONSTRUCTION OF IMPROVEMENTS ON THE LAND. THE CONTRACTOR SHALL ALSO PROVIDE WRITTEN NOTICE OF THE NO-LIEN STATUS OF THIS PROJECT TO ALL OF ITS SUBCONTRACTORS, MATERIAL SUPPLIERS, EQUIPMENT LESSORS AND OTHERS THAT PROVIDE LABOR, MATERIAL, EQUIPMENT AND/OR SERVICES FOR THE PROJECT. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ARCHITECT HARMLESS FROM ANY SUIT, LIEN, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES.

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**§ 2.2**

[Not Used]

**§ 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 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. 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 persistently and willfully fails to carry out Work in accordance with the Contract Documents, and fails within a 10-day period after receipt of written notice from the owners to commence and continue correction of such work, 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, 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

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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 sole 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.

**§ 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 personal observations with requirements of the Contract Documents.

**§ 3.2.2** The Contractor shall, before starting each portion of the Work, review 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 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 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 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 unless the Contractor recognized such error, inconsistency, omission, difference, or nonconformity and knowingly failed to report it.

### § 3.3 Supervision and Construction Procedures

**§ 3.3.1** The Contractor shall coordinate 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

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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. Nothing in this paragraph, or in any other portion of these General Conditions, the Agreement, or any of the Contract Documents is meant to nor shall create a duty owed by the Contractor to any person or entity other than the Owner.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 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 reasonably 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** 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** The Contractor warrants to the Owner 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 or otherwise expressly permitted by the Contract Documents. 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. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Other than the above, the Contractor makes no other warranty, representation, or guarantee, whether express or implied, and such are expressly disclaimed.

**§ 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.

### § 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.

**§ 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** 10 **DAYS AFTER** THE **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 AN EQUITABLE ADJUSTMENT 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** IN WRITING, **STATING THE REASONS.**

**§ 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.

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**§ 3.9 Superintendent**

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.

**§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 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 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** 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.

**§ 3.12.5** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner 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. The Contractor, in making this representation, is relying on the Architect's having fully coordinated the design drawings.

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**§ 3.12.6** 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.

**§ 3.12.7** 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.

**§ 3.12.8** 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 and are specifically identified in an exhibit to the Contract, 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.

**§ 3.12.8.1** 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 3.12.8, 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.

**§ 3.12.8.2** 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 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.

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**§ 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 by Contractor**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, including the Owner's agents and employees, 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, 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, except to the extent such claim, damage, loss, or expense is caused by an act or omission of 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 3.18.1.

**§ 3.18.2** 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.

**§ 3.18.3 Indemnification by Owner and Affiliates**

To the fullest extent permitted by law, the Owner and its affiliates shall indemnify and hold harmless the Contractor, including the Contractor's agents, employees, Subcontractors, and Consultants from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent acts of the Owner and its affiliates, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused by an act or omission of 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.

## 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.

**§ 4.1.3** INTERPRETATIONS AND DECISIONS OF THE ARCHITECT WILL BE CONSISTENT WITH THE INTENT OF, AND REASONABLY INFERABLE FROM, 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 CONTRACTOR, AND WILL NOT BE LIABLE FOR RESULTS OF INTERPRETATIONS OR DECISIONS RENDERED IN GOOD FAITH.

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**§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents 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 is 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 Architect 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 as to cause no delay in the Work, or in the activities of the Owner, Contractor, or separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. 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.

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**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives. 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 inferable from, 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 Owner'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.

## 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 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 Owner may notify the Contractor whether the Owner (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner 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 has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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**§ 5.2.3** If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 responsively in submitting names as required.

**§ 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. Each subcontract agreement shall preserve and protect the rights of the Owner 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 copies of the Contract Documents to which the Subcontractor will be bound, ands. 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 cooperate with them. The Contractor shall participate with

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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 and Contract Sum deemed necessary after a joint review and mutual agreement.

**§ 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 known 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 then apparent or reasonably discoverable.

**§ 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 a 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, with twenty-four (24) hours written notice to the Contractor, 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.

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**§ 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 and stating a proposed basis for the change 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** The Construction Change Directive shall provide 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;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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 Contractor believes the Architect's determination is less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

**§ 7.3.4** 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:

.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; and

.5 Costs of supervision and field office personnel directly attributable to the change.

**§ 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,

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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.

### § 7.4 Minor Changes in the Work

The Owner 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 Owner'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 Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Owner's order for a minor change without prior notice to the Owner 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, subject to the Contractor's right to assert a claim for additional costs and/or time pursuant to Article 15.

## 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 as established in 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.

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**§ 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 (1) by changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, epidemics (including COVID-19), adverse governmental actions, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending mediation and binding dispute resolution; or (4) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be reasonably extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time 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.

**§ 8.3.4 Force Majeure**

**§ 8.3.4.1** Events of "Force Majeure" shall consist of the following: Acts of God, unusual or severe weather events, acts of war, terrorist acts, riots or other civil unrest, newly announced or enacted governmental restrictions or other acts by governmental bodies (local, national or foreign), including but not limited to the imposition of tariffs or other trade restrictions, labor disputes (excluding disputes with laborers on the Project), labor shortages (including but not limited to the unavailability of qualified and properly trained labor forces), unavoidable material shortages, unusual transportation delays, unusual delays in obtaining necessary permits granted by applicable governmental authority, vandalism, fire, flood, earthquake or other natural disaster or any other casualty loss, or any other events beyond the reasonable control of the Contractor (except those set forth in Section 8.3.1).

**§ 8.3.4.2** If the Contractor is delayed at any time in the commencement or progress of the Work by an event of Force Majeure, the Contractor shall provide written notice to the Owner within a reasonable time after the Contractor first recognizes the occurrence of any event of Force Majeure and has assessed its impact to the Project. In the event of Force Majeure, the Contract Time shall be extended on a day-for-day basis for the entire period of time associated with the event of Force Majeure, and the Contract Sum shall be increased by the amount attributable to the Force Majeure event by Change Order, subject to the Owner's right to Object, pursue a Claim under Article 15, and a final determination of the Claim.

**§ 8.3.4.3** Notwithstanding the foregoing, if the cumulative amount of all delays due to weather is _____ (___) days or less, the Contractor shall bear its additional expenses and the Owner will bear its extra expenses. The date of Substantial Completion established in this Agreement shall include this initial _____ (___) day period. If the cumulative amount of all delays due to weather exceeds _____ (___) days, the Contract Time shall be extended, and the Contract Sum shall be increased as set forth in Section 8.3.4.2, subject to the Owner's right to object and pursue a claim under Article 15.

**§ 8.3.4.4** If an unavoidable material shortage or delay in delivery occurs, the Contractor shall have the obligation to use commercially reasonable efforts to substitute the delayed material with material or comparable kind and quality, or to substitute or supplement the delivery method, as the case may be, provided the Contractor obtains the Owner's prior consent, which shall not unreasonably be withheld. Anything to the contrary herein notwithstanding, if the Contractor substitutes the delayed material or substitutes or supplements the delivery method in accordance with this Section 8.3.4.4, and as a result the unavoidable material shortage or delay in delivery does not cause a delay to the critical path of the Work, then the unavoidable material shortage or delay in the delivery shall not be considered a Force Majeure event; provided, however, that any additional costs incurred by Contractor in avoiding such a delay shall be added to the Contract Sum by Change Order.

## 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.

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**§ 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. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 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.

**§ 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 determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price. Minn. Stat. § 290.92 requires that the City of Chanhassen obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

**§ 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. 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 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.

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**§ 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 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 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 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, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments to Subcontractors or suppliers for labor, materials or equipment;
- **.4** damage to the Owner or a Separate Contractor; or
- **.5** persistent 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** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its option, issue joint checks to the Contractor and to any Subcontractor or materials or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material of equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

**§ 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.

**§ 9.6.2** Prompt Payment to Subcontractors. In accordance with Minnesota law, the Contractor shall include, in all subcontracts and other agreements with its subcontractors and suppliers, a provision which requires the Contractor to pay any of its subcontractors and suppliers within 10 days of the Contractor's receipt of payment from the Owner, for undisputed services or supplies provided by the subcontractor or supplier. The provision shall also include the requirement that the Contractor shall pay interest of one and one-half percent (1.5%) per month or any part of a

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month to the subcontractor or supplier on any undisputed amount not paid on time to the subcontractor or supplier. The provision shall further provide that the minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10, for an unpaid balance of less than $100, the Contractor shall pay the actual penalty due to the subcontractor or supplier, and a subcontractor or supplier who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

**§ 9.6.3** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.4** 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.

**§ 9.6.5** 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.

**§ 9.6.6** 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.

**§ 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 , 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 for its intended use.

**§ 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 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 for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification

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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. 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 the 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

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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.

### § 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.

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**§ 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** To the extent that Owner continues to occupy any part of the Project site or adjacent property during construction, Owner shall be responsible for keeping its employees, invitees and other persons under its control out of the Project site.

**§ 10.2.9 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** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Nothing in this Section 10.3 or elsewhere in this contract shall be construed as a requirement that the Contractor perform any Work relating to a hazardous substance or material unless expressly required by the Contract Documents.

**§ 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

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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 by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred, including reasonable attorneys' fees and costs.

**§ 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, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 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.

**§ 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.

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**§ 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 Owner 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 Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor 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 Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, 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 Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner 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 or to the completed project or structure, or to the property adjacent to the Project site, 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. This Section 11.3.1 is expressly amended to allow Contractor to subrogate against Contractor's own subcontractors at any tier.

**§ 11.3.2** [Not Used.]

**§ 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.

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**§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner 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 the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner 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. In addition, the Owner shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Architect, their consultants, any engineer hired by the Owner, and/or by any other contractor under contract with the Owner or anyone directly or indirectly employed by any such party, or anyone for whose acts such parties may be liable.

**§ 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 and to make a claim for breach of warranty, 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. 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.

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**§ 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.

### § 12.3 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.

### § 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, including those obligations incurred prior to the date of the assignment. 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 entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals as provided for in the Contract Documents. 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 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,

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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; or
- **.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.

**§ 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, persistent 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 60 days in any 365-day period, whichever is less.

**§ 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 by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 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 persistently 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.

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**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- **.1** persistently 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** persistently 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 and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** 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.

**§ 14.3 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 up to the date of termination; costs incurred by reason of the termination, including costs

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attributable to termination of Subcontracts; and reasonable overhead and profit on work not executed. The payments referenced in this paragraph are not the exclusive remedy of the Contractor. Such payments are instead cumulative of any other rights, claims, or entitlements the Contractor may possess, including but not limited to, claims arising out of a breach of the Agreement by the Owner prior to termination for convenience, claims arising from some other provision of the Agreement or these General Conditions, and/or claims arising under common law.

## 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.

#### § 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.

**§ 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

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, 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, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and had an adverse effect on the scheduled construction.

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**§ 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 but is not limited to

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, diminution in value, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages 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**

[Not Used.]

**§ 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** 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. Signed agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 15.4 Arbitration**

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[Not Used.]

**§ 16.1 Data Practices**

THE CONTRACTOR MUST COMPLY WITH THE MINNESOTA GOVERNMENT DATA PRACTICES ACT, MINNESOTA STATUTES CHAPTER 13, AS IT APPLIES TO (1) ALL DATA PROVIDED BY THE OWNER PURSUANT TO THIS AGREEMENT, AND (2) ALL DATA, CREATED, COLLECTED, RECEIVED, STORED, USED MAINTAINED, OR DISSEMINATED BY THE CONTRACTOR PURSUANT TO THIS AGREEMENT. THE CONTRACTOR IS SUBJECT TO ALL THE PROVISIONS OF THE MINNESOTA GOVERNMENT DATA PRACTICES ACT, INCLUDING BUT NOT LIMITED TO THE CIVIL REMEDIES OF MINNESOTA STATUTES SECTION 13.08, AS IF IT WERE A GOVERNMENT ENTITY. IN THE EVENT THE CONTRACTOR RECEIVES A REQUEST TO RELEASE DATA, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE OWNER. THE OWNER WILL GIVE THE CONTRACTOR INSTRUCTIONS CONCERNING THE RELEASE OF THE DATA TO THE REQUESTING PARTY BEFORE THE DATA IS RELEASED. CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD THE OWNER, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS HARMLESS FROM ANY CLAIMS RESULTING FROM CONTRACTOR'S OFFICERS', AGENTS', OWNERS', PARTNERS', EMPLOYEES', VOLUNTEERS' ASSIGNEES' OR SUBCONTRACTORS' UNLAWFUL DISCLOSURE AND/OR USE OF PROTECTED DATA. THE TERMS OF THIS SECTION SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS AGREEMENT.

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*AIA® Document A201® – 2017*

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**PAGE 1:**

Chanhassen Community Center

1351 Bluff Creek Blvd

Chanhassen, MN 55317

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

BKV Group
2222 North Second Street
Long & Kees Bldg, Suite 101
Minneapolis, MN 55401

**PAGE 15:**

§ 1.2.1 The Contract Documents are to be read and interpreted as a whole. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work ~~by the~~and to require Contractor~~.~~ ~~The~~to provide the highest quality and greatest quantity consistent with 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 inferable from them as being necessary to produce the indicated results~~. If there are inconsistencies within or among part of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements; either or all in accordance with the Architect's interpretation. The terms and conditions of this subparagraph 1.2.1 shall not relieve the Contractor of any of its obligations as set forth in Article 3.

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. ~~The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

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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.

**PAGE 16:**

.1Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.

.2If a minor change in the Work is necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Architect for approval by the Architect before making the change.

The Owner shall not be required to make any adjustment to either the Contract Sum or Contract Time because of any failure by the Contractor to comply with the requirements of this Subparagraph 1.2.1. Actual or alleged conflicts or inconsistencies between the Drawings and Specifications or other Contract Documents shall be brought to the Architect's and Architect's attention in writing, prior to performing the affected Work. The Architect's and Construction Manager's directions, as communicated through the Architect, shall be followed by the Contractor.

**PAGE 17:**

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. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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 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.

§ 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~~

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~~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.~~

**PAGE 18:**

~~§ 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.~~ Work is to proceed as a no-lien Project in accordance with the laws of the State of Minnesota regarding public projects. Contractor shall provide to the Owner both a Labor and Material Payment Bond and a Performance Bond each in the amount of the Contract Price prior to the commencement of Work as required by Minnesota Statutes 574.26. The Contractor, for itself and for all who claim through the Contractor, acknowledges and agrees: (i) that because it is a public project, no lien shall attach to the real estate on which the Project is located or to any improvements now existing or to be constructed thereon in favor of the Contractor or any Subcontractor, mechanic, journeyman, laborer, material vendor, lessor of tools or equipment or any other party who may furnish work, materials, equipment, services, tools or machinery for the design or construction of improvements on the land. The Contractor shall also provide written notice of the no-lien status of this Project to all of its Subcontractors, material suppliers, equipment lessors and others that provide labor, material, equipment and/or services for the Project. Contractor shall defend, indemnify and hold the Owner and Architect harmless from any suit, lien, damages, losses or expenses, including reasonable attorneys' fees.

§ 2.2

[Not Used]

§ 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.

**PAGE 19:**

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~~persistently and willfully fails to carry out Work in accordance with the Contract Documents, and fails within a 10-day period after receipt of written notice from the owners to commence and continue correction of such work, 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.

§ 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~~sole authority to bind

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the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.2.2 ~~Because the Contract Documents are complementary, the~~The Contractor shall, before starting each portion of the Work, ~~carefully study and compare~~review 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.

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§ 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.

§ 3.5.1 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~~or otherwise expressly permitted by the Contract Documents. 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. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Other than the above, the Contractor makes no other warranty, representation, or guarantee, whether express or implied, and such are expressly disclaimed.

§ 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 unless the Contractor recognized such error, inconsistency, omission, difference, or nonconformity and knowingly failed to report it.

§ 3.3.1 The Contractor shall ~~supervise and direct~~coordinate 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. Nothing in this paragraph, or in any other portion of these General Conditions, the Agreement, or any of the Contract Documents is meant to nor shall create a duty owed by the Contractor to any person or entity other than the Owner.

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§ 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 reasonably 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~~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.

**PAGE 21:**

§ 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~~.

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~~10 days after the 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 in writing, stating the reasons. ~~If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~

**PAGE 22:**

~~§ 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. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent 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.~~

~~§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~

§ 3.10.2 The Contractor, ~~promptly~~ after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. ~~If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction

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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.

**PAGE 23:**

§ 3.12.~~10~~8.1 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~~8, 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.

§ 3.12.4 ~~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~~5 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~~, in making this representation, is relying on the Architect's having fully coordinated the design drawings.

§ 3.12.~~8 The Work shall be in accordance with approved submittals except that the~~6 The Contractor shall ~~not be relieved of responsibility for deviations from the requirements of~~perform no portion of the Work for which the Contract Documents ~~by the Architect's approval~~require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, ~~unless~~until 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~~respective submittal has been approved by the Architect.

§ 3.12.~~9~~7 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~~8 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 and are specifically identified in an exhibit to the Contract, 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.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's consultants, and~~including the Owner's 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, ~~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~~except to the extent such claim, damage, loss, or expense is caused ~~in part by~~by an act or omission of 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 3.18.1.

§ 3.12.~~10~~8.2 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.

§ 3.15.1 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.

§ 3.18 Indemnification by Contractor

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§ 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~~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.

§ 3.18.3 Indemnification by Owner and Affiliates

To the fullest extent permitted by law, the Owner and its affiliates shall indemnify and hold harmless the Contractor, including the Contractor's agents, employees, Subcontractors, and Consultants from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent acts of the Owner and its affiliates, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused by an act or omission of 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.

§ 4.1.3 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, 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 Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

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§ 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~~is 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.

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§ 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~~, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents~~. 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 as to cause no delay in the Work, or in the activities of the Owner, Contractor, or separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. 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.

§ 4.2.13 The ~~Architect's~~ Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 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~~Owner 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~~Owner 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

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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.~~

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~~ands. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 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 cooperate with them. 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 and Contract Sum 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.~~

§ 6.2.2 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~~known 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 then apparent or reasonably discoverable.

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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 Contractor believes the Architect's determination is less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

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, with twenty-four (24) hours written notice to the Contractor, will allocate the cost among those responsible.

§ 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 and stating a proposed basis for the change 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

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revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.3 ~~If the~~The Construction Change Directive ~~provides~~shall provide for an adjustment to the Contract Sum~~, the~~. The adjustment shall be based on one of the following methods:

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The ~~Architect~~Owner 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~~Owner'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~~Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the ~~Architect's~~Owner's order for a minor change without prior notice to the ~~Architect~~Owner 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, subject to the Contractor's right to assert a claim for additional costs and/or time pursuant to Article 15.

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§ 8.1.3 The date of Substantial Completion is the date ~~certified by the Architect in accordance with~~as established in Section 9.8.

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. ~~By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.~~

§ 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~~(1) by changes ordered in the Work; (~~3~~2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, epidemics (including COVID-19), adverse governmental actions, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (~~4~~3) by delay authorized by the Owner pending mediation and binding dispute resolution; or (~~5~~4) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be reasonably extended for such reasonable time as the Architect may determine.

§ 8.3.4 Force Majeure

§ 8.3.4.1 Events of "Force Majeure" shall consist of the following: Acts of God, unusual or severe weather events, acts of war, terrorist acts, riots or other civil unrest, newly announced or enacted governmental restrictions or other acts by governmental bodies (local, national or foreign), including but not limited to the imposition of tariffs or other trade restrictions, labor disputes (excluding disputes with laborers on the Project), labor shortages (including but not limited to the unavailability of qualified and properly trained labor forces), unavoidable material shortages, unusual transportation delays, unusual delays in obtaining necessary permits granted by applicable governmental authority, vandalism, fire, flood, earthquake or other natural disaster or any other casualty loss, or any other events beyond the reasonable control of the Contractor (except those set forth in Section 8.3.1).

§ 8.3.4.2 If the Contractor is delayed at any time in the commencement or progress of the Work by an event of Force Majeure, the Contractor shall provide written notice to the Owner within a reasonable time after the Contractor first recognizes the occurrence of any event of Force Majeure and has assessed its impact to the Project. In the event of Force Majeure, the Contract Time shall be extended on a day-for-day basis for the entire period of time associated with the event of Force Majeure, and the Contract Sum shall be increased by the amount attributable to the Force Majeure event by Change Order, subject to the Owner's right to Object, pursue a Claim under Article 15, and a final determination of the Claim.

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§ 8.3.4.3 Notwithstanding the foregoing, if the cumulative amount of all delays due to weather is _____ (___) days or less,

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the Contractor shall bear its additional expenses and the Owner will bear its extra expenses. The date of Substantial Completion established in this Agreement shall include this initial ( ) day period. If the cumulative amount of all delays due to weather exceeds ( ) days, the Contract Time shall be extended, and the Contract Sum shall be increased as set forth in Section 8.3.4.2, subject to the Owner's right to object and pursue a claim under Article 15.

§ 8.3.4.4 If an unavoidable material shortage or delay in delivery occurs, the Contractor shall have the obligation to use commercially reasonable efforts to substitute the delayed material with material or comparable kind and quality, or to substitute or supplement the delivery method, as the case may be, provided the Contractor obtains the Owner's prior consent, which shall not unreasonably be withheld. Anything to the contrary herein notwithstanding, if the Contractor substitutes the delayed material or substitutes or supplements the delivery method in accordance with this Section 8.3.4.4, and as a result the unavoidable material shortage or delay in delivery does not cause a delay to the critical path of the Work, then the unavoidable material shortage or delay in the delivery shall not be considered a Force Majeure event; provided, however, that any additional costs incurred by Contractor in avoiding such a delay shall be added to the Contract Sum by Change Order.

§ 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.

§ 9.3.1.2 Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment ~~shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay~~during performance of the Work. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price. Minn. Stat. § 290.92 requires that the City of Chanhassen obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

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§ 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~~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.

§ 9.4.2 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

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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.

§ 9.5.1 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 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

.2third party claims filed ~~or reasonable evidence indicating probable filing of such claims~~, unless security acceptable to the Owner is provided by the Contractor;

.3failure of the Contractor to make payments ~~properly~~ to Subcontractors or suppliers for labor, materials or equipment;

.4 ~~reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;~~

~~.5 damage~~ to the Owner or a Separate Contractor;

~~.6reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or~~

~~.7 repeated~~ or

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.5 persistent failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.3 ~~When~~ If the ~~reasons for withholding certification are removed, certification will be made for amounts previously withheld~~Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its option, issue joint checks to the Contractor and to any Subcontractor or materials or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material of equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6.2 ~~The~~ Prompt Payment to Subcontractors. In accordance with Minnesota law, the Contractor shall ~~pay each Subcontractor, no later than seven days after~~include, in all subcontracts and other agreements with its subcontractors and suppliers, a provision which requires the Contractor to pay any of its subcontractors and suppliers within 10 days of the Contractor's 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 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor~~for undisputed services or supplies provided by the subcontractor or supplier. The provision shall also include the requirement that the Contractor shall pay interest of one and one-half percent (1.5%) per month or any part of a month to the subcontractor or supplier on any undisputed amount not paid on time to the subcontractor or supplier. The provision shall further provide that the minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10, for an unpaid balance of less than $100, the Contractor shall pay the actual penalty due to the subcontractor or supplier, and a subcontractor or supplier who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

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§ 9.6.43 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. ~~If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid.~~ Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

~~§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.~~

~~§ 9.6.6~~4 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.

§ 9.6.75 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.

**PAGE 35:**

§ 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 the partial occupancy or use.

§ 9.6.86 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.

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.

§ 9.8.2 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.

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§ 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.

**PAGE 37:**

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a ~~hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a~~ material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), ~~encountered on the site by the~~ Contractor~~, the Contractor~~ shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Nothing in this Section 10.3 or elsewhere in this contract shall be construed as a requirement that the Contractor perform any Work relating to a hazardous substance or material unless expressly required by the Contract Documents.

§ 10.2.8 To the extent that Owner continues to occupy any part of the Project site or adjacent property during construction, Owner shall be responsible for keeping its employees, invitees and other persons under its control out of the Project site.

§ 10.2.9 Injury or Damage to Person or Property

**PAGE 38:**

§ 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, including reasonable attorneys' fees and costs.

**PAGE 39:**

§ 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 or to the completed project or structure, or to the property adjacent to the Project site, 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~~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.

**PAGE 40:**

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. In addition, the Owner shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Architect, their consultants, any engineer hired by the Owner, and/or by any other

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contractor under contract with the Owner or anyone directly or indirectly employed by any such party, or anyone for whose acts such parties may be liable.

§ This Section 11.3.2 ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, 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.~~1 is expressly amended to allow Contractor to subrogate against Contractor's own subcontractors at any tier.

§ 11.3.2 [Not Used.]

**PAGE 41:**

§ 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 and to make a claim for breach of warranty, 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.

~~§ 12.2.4 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.~~

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~~.

§ 13.2.2 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, including those obligations incurred prior to the date of the assignment. The Contractor shall execute all consents reasonably required to facilitate the assignment.

**PAGE 42:**

§ 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 as provided for in the Contract Documents. 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

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bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

.2An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

**PAGE 43:**

.3Because 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; or

.4 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, repeatedpersistent 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 12060 days in any 365-day period, whichever is less.

§ 14.1.4 If the Work is stopped for a period of 60 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 repeatedlypersistently 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.

.1 repeatedlypersistently refuses or fails to supply enough properly skilled workers or proper materials;

.3repeatedlypersistently disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

**PAGE 44:**

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed up to the date of termination; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreementreasonable overhead and profit on work not executed. The payments referenced in this paragraph are not the exclusive remedy of the Contractor. Such payments are instead cumulative of any other rights, claims, or entitlements the Contractor may possess, including but not limited to, claims arising out of a breach of the Agreement by the Owner prior to termination for convenience, claims arising from some other provision of the Agreement or these General Conditions, and/or claims arising under common law.

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.

**PAGE 45:**

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, 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 Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes but is not limited to

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.1damages incurred by the Owner for rental expenses, for losses of use, income, profit, diminution in value, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2damages ~~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.

§ 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.~~

**PAGE 46:**

~~§ 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.~~

~~§ 15.2.4 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~~

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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.

[Not Used.]

**PAGE 47:**

§ 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. AgreementsSigned agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 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.

[Not Used.]

§ 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. 16.1 Data Practices

§ 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.

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~~§ 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.~~

**PAGE 48:**

Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner pursuant to this Agreement, and (2) all data, created, collected, received, stored, used maintained, or disseminated by the Contractor pursuant to this Agreement. The Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Contractor receives a request to release data, the Contractor must immediately notify the Owner. The Owner will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers' assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this section shall survive the cancellation or termination of this Agreement.

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*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 15:41:49 CDT on 09/18/2026 under Order No. 20250153218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# City Council Item

August 10, 2026

| | | |
|---|---|---|
| **Item** | Approve Bid Package #2: Chanhassen Community Center | |
| **File No.** | | **Item No:** H.1 |
| **Agenda Section** | **GENERAL BUSINESS** | |
| **Prepared By** | Laurie Hokkanen, City Manager | |
| **Reviewed By** | Jerry Ruegemer | |

**SUGGESTED ACTION**

"The Chanhassen City Council moves to award Bid Package #2 for the Chanhassen Community Center to RJM Construction, as part of the Construction Manager at Risk (CMAR) delivery method, and authorizes the City Manager to execute the necessary documents. This award does not establish the Guaranteed Maximum Price (GMP), which will be brought forward for City Council approval at a later date."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Development & Redevelopment |

## SUMMARY

Bid Package #2 represents the remaining construction to complete the Chanhassen Community Center, which consists of two ice rinks, an indoor playground, concessions, community gathering rooms, and a field house. Renderings and floor plans are available on the project page at https://www.chanhassenmn.gov/government/projects/chanhassen-community-center. The final project scope includes all elements that were shared during the referendum, with the exception of a private restaurant shell, which has been replaced by a 4,800 square foot community room with a catering kitchen and a substantial concession area.

Selected bid alternates that are included: an operable partition in both the dance studio and party room, wood gym flooring, an Arena 1 walkway connection on the west side, service elevator B, rubber sports

floor on the walking track, and a skyfold partition in the Community room.

Also included in the bid award and overall budget is $595,000 for fireproofing at the arena and field house roof structures if it is required through the ongoing code review. The project team will continue working to reduce this amount through alternative code-compliant construction methods, but this issue has not been fully resolved at this time.

**BACKGROUND**

| Date | Action |
|---|---|
| November 2024 | Chanhassen voters approved a half-cent sales tax via referendum. |
| February 19, 2025 | Council selected BKV Group as the architect for the Community Center. |
| May 5, 2025 | Council authorized a Purchase Agreement with Level 7 Development for 13.1 acres of land. |
| September 4, 2025 | The city closed on the land purchase. |
| September 23, 2025 | The Council entered into a contract for construction management services with RJM Construction. |
| February 23, 2026 | City Council approved the site plan for the Chanhassen Community Center. |
| April 13, 2026 | The Council awarded Bid Package #1 to RJM Construction (concrete, precast structural concrete, and utilities). |
| April 27, 2026 | Council approved a contract with Sports Facilities Companies for management services. Council awarded Bid Package #1a to RJM Construction (steel supply and install). |
| July 13, 2026 | City Council discussed bid alternates, overall budget, and reached consensus on the final project scope. |

**DISCUSSION**

At a future meeting, the City Council will consider approval of the AIA Document A133–201 to set the Guaranteed Maximum Price with the Construction Manager at Risk (RJM Construction). That GMP will be consistent with the bids awarded.

**BUDGET**

The total project budget is $82,473,546.

The proposed funding plan includes approximately $2.5 million in park dedication fees, $40 million in 20-year local option sales tax bonds and taxable Economic Development Authority lease revenue bonds for the remaining amount. By extending the lease revenue bonds from 20 to 30 years, the city can accommodate the higher project cost without increasing the property tax impact previously projected for residents. The estimated impact for a $600,000 home remains approximately $17 per month.

Future City Council action will include the issuance of bonds. The city authorized issuance of $13.185M GO Temporary Sales Tax Revenue Bonds on June 9, 2026 to fund the land purchase and some design and engineering costs. These bonds will be repaid when the new bonds are issued.

**RECOMMENDATION**

Staff recommends that the Chanhassen City Council award Bid Package #2 for the Chanhassen Community Center to RJM Construction, as part of the Construction Manager at Risk (CMAR) delivery method, and authorize the City Manager to execute the necessary documents.

**ATTACHMENTS**

Chanhassen CC - BP2 Recommendation of Award

Chanhassen Community Center Floor Plan

Summary of Chanhassen Community Center council discussion and actions

**AMENDMENT TO**
**AGREEMENT**

**THIS AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR AIA 133-2019 ("Amendment")** made this 25th day of September, 2026, by and between the **CITY OF CHANHASSEN,** a Minnesota municipal corporation ("Owner"), and **RJM CONSTRUCTION, LLC,** a Minnesota limited liability corporation ("Construction Manager").

**RECITALS**

A. The parties entered into a Standard Form Agreement Between Owner and Construction Manager as Constructor AIA 133-2019, as modified by the parties, dated August 26, 2026 ("Agreement").

B. The parties desire to amend the Agreement to address the entity required to enter into contracts with subcontractors.

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. Amendment to Section 3 of the Agreement.** Section 3.1.11.1 is amended in its entirety to read as follows:

The Construction Manager shall competitively bid all trade contract work for the project from a list of qualified firms in accordance with Minnesota Statutes, Section 471.463. The list of qualified firms may be limited to qualified Small Business Enterprise firms, Disadvantaged Business Enterprise firms, or both, subject to availability of such qualified firms for the specific work. The list of qualified firms must be based on an open, competitive, and objective prequalification process in which the selection criteria, approved by the Owner, may include but is not limited to the firm's experience as a constructor, including capacity of key personnel, technical competence, capability to perform, past performance of the firm and its employees, safety record and compliance with state and federal law, availability to and familiarity with the project locale, Small Business Enterprise or Disadvantaged Business Enterprise certification, and other considerations as defined by the Construction Manager and the Owner. The Construction Manager and the Owner shall jointly determine the composition of the list of qualified firms. With the Owner's approval, upon request, the Construction Manager may also submit bids for trade contract work if the Construction Manager does not participate in the Owner's review of the bids or selection decision. The term "Subcontractors" used in this Agreement and in A201-2017 General Conditions shall mean the prime contractors that have bid for and been awarded contracts by the Construction Manager, subject to approval by City Council.

**2. Effect of Agreement.** Except as specifically amended by this Amendment, the Agreement shall remain in full force and effect.

*[Remainder of page intentionally left blank]*
*[Signature pages to follow]*

**CITY OF CHANHASSEN**

BY: _____
Elise Ryan, Mayor

AND _____
Laurie Hokkanen, City Manager

**RJM CONSTRUCTION, LLC**

BY: _____

Print Name: BRAD BARICHMAN

ITS: VICE PRESIDENT

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Award Contract for Chanhassen Library Boiler Replacements | |
| **File No.** | N/A | **Item No:** D.9 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Charlie Howley, Director of Public Works/City Engineer | |
| **Reviewed By** | Laurie Hokkanen | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves a contract with Uhl Company, Inc., for the replacement of the boilers at the library."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Asset Management |

## SUMMARY

Replacement of the three existing boilers at the Chanhassen Library.

## BACKGROUND

The Chanhassen Library operates its heating system via three gas fired boilers. The library was constructed in 2003 and the boilers are original, making them 23 years old. The service life for boilers of this type is 20-25 years.

## DISCUSSION

The boilers have been having issues for about the last 5 years and are not in a reliable condition. The work is needed prior to the winter heating season, and is scheduled to be completed by November 1. The contract is based on the city's standard template.

**BUDGET**

These replacements are planned for in the 5-yr CIP as project number MBLib-001 with a budget of $100,000 (see attached).

Two competitive quotes from reputable contractors were received:

| Contractor | Quote |
|---|---|
| Uhl Company | $ 79,707.00 |
| Metropolitan Mechanical Contractors | $ 82,493.00 |

Uhl Company has performed work for the city in the past and is the contractor that manages the Building Automation System (BAS) for the Library and City Hall.

**RECOMMENDATION**

Staff recommends award of the contract to Uhl Company.

**ATTACHMENTS**

CIP Project
FORM OF AGREEMENT - UHL_Chanhassen_Library Boiler Replacement

# Facilities - Library Boiler Replacements

## Overview

| | |
|---|---|
| **Request Owner** | Charlie Howley |
| **Department** | Library Building |
| **Type** | Capital Improvement |
| **Project Type** | Building and Facilities |
| **Project Number** | MBLib-001 |

## Project Location




## Description

The project consists of replacing the three (3) gas-fired boilers at the library.

The library was constructed in 2003. The boilers provide heat to the building. These boilers are showing signs of degradation to a point where proactive replacement is the prudent course of action. The City replaced some internal parts and the automated controls computer in 2021, and also did a full cleaning with pump replacement in 2024.

## Details

**Type of Project:** Replacement

## Capital Costs

FY2026 Budget
$0

Total Budget (all years)
$100K

Project Total
$100K

### Capital Costs by Year




Construction/Maintenance **$100,000** 100.00%

### Capital Costs for Budgeted Years




Construction/Maintenance **$100,000** 100.00%

| Category | FY2027 | Total Budgeted |
|---|---|---|
| Construction/Maintenance | $100,000 | **$100,000** |
| **Total** | **$100,000** | **$100,000** |

## Funding Source

FY2026 Budget
$0

Total Budget (all years)
$100K

Project Total
$100K

### Funding Source by Year




Facilities Capital - Fund 402 **$100,000** 100.00%

### Funding Source for Budgeted Years




Facilities Capital - Fund 402 **$100,000** 100.00%

| Category | FY2027 | Total Budgeted |
|---|---|---|
| Facilities Capital - Fund 402 | $100,000 | **$100,000** |
| **Total** | **$100,000** | **$100,000** |

# NON-BID CONTRACT

**AGREEMENT** made this 28th day of September 2026, by and between the **CITY OF CHANHASSEN,** a Minnesota municipal corporation ("City") and **UHL COMPANY, Inc,** a Minnesota Corporation ("Contractor") for the replacement of the three boilers at the Chanhassen Library.

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

**1. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

A. This Agreement.
B. Contractor's Proposal # ST26007 dated 08/05/2026, excluding the Terms and Conditions of Service included as Page 3 of said Proposal.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document "A" has the first priority and Contract Document "B" has the last priority.

**2. CONTRACTOR OBLIGATIONS.** The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents ("Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents. Contractor to include all work required to connect and successfully operate the replacement boilers via the City's existing Building Automation System (BAS), which has previously been setup and installed by Contractor.

**3. CONTRACTOR'S REPRESENTATIONS.**

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.

B. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.

D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**4. COMPENSATION.** Contractor shall be paid by the City for the goods and services described in Paragraph 2 in an amount not to exceed $ 79,707.00 which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

**5. COMPLETION DATE.** The Contractor shall complete the Work on or before November 6, 2026.

**6. WARRANTY**. The Contractor shall be held responsible for any and all defects in workmanship and materials for a period of two years, and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

**7. RIGHTS AND REMEDIES.**

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under, except as may be specifically agreed in writing.

**8. CHANGES TO WORK.** Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the work provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the Quote provided or negotiated between the parties based on similar work provided in the Proposal.

**9. UNAUTHORIZED WORK.** Additional work performed without authorization of an amendment of this Contract will not entitle Contractor to an increase in the Compensation or an extension of the Contract.

**10. DOCUMENTS.** The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Contractor in conjunction with this contract.

**11. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of goods and services to be provided. This contract may be terminated by the City at any

time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. §16C.285, Subdivision 3, the Responsible Contractor statute.

**12. STANDARD OF CARE.** Contractor shall exercise the same degrees of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

**13. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

**14. INSURANCE.** Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

*Commercial General Liability (or in combination with an umbrella policy)*
$2,000,000 Each Occurrence
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 Annual Aggregate

The following coverages shall be included:
Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

*Automobile Liability*
$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

*Workers Compensation*

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

$500,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$500,000 – Bodily Injury by Accident

The Contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance**.

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

**15. INDEPENDENT CONTRACTOR.** The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**16. SUBCONTRACTORS.** Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.

**17. ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

**18. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**19. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**20. CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**21. COPYRIGHT.** Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

**22. RECORDS/AUDIT.** The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of City and Contractor relevant to the Agreement are subject to examination by City and Contactor, and either the Legislative Auditor or the State Auditor as appropriate. City and Contractor agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

**23. MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

**24. TERMINATION.** This Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for goods and services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the Contractor, and the City may retain another Contractor to

undertake or complete the work identified in this Agreement.

Dated: _____, 2026

**CITY OF CHANHASSEN**

By: _____
Elise Ryan, Mayor

And: _____
Laurie Hokkanen, City Manager

Dated: 9/21, 2026

**UHL COMPANY, Inc.**

By: Dean Schreiner

Print Name: Dean Schreiner

Its: CFO

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Award Contract for Well 7 and 13 Rehabilitation | |
| **File No.** | 26-07 | **Item No:** D.10 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Charlie Howley, Director of Public Works/City Engineer | |
| **Reviewed By** | Laurie Hokkanen | |

**SUGGESTED ACTION**

"The Chanhassen City Council awards a contract to Keys Well Drilling for the rehabilitation of wells 7 and 13."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Asset Management |

## SUMMARY

The city typically rehabilitates one or more of its 12 public water supply wells annually.

This project includes rehabilitation of Well No's 7 & 13.

## BACKGROUND

Asset management standards call for routine maintenance of a well every 8-10 years to keep it reliable and to reach useful service life of its components.

Well #7 was constructed in 1996 and last rehabilitated in 2018. It supplies water to the West Water Treatment Plant.

Well #13 was constructed in 2008 and last rehabilitated in 2017. It supplies water to the East Water Treatment Plant.

**DISCUSSION**

The city's standard construction contract is being utilized for the project.

**BUDGET**

The annual well rehabilitation work is outlined in the city's 5-yr CIP as project number W-032. The budget for the 2026 project is $180,000.

Quotes were received from three reputable well drillers.

| | Keys | Bergerson | Traut |
|---|---|---|---|
| Well 7 | $79,222.00 | $129,320.00 | $201,280.00 |
| Well 13 | $83,262.00 | $105,492.00 | $136,980.00 |
| TOTAL | $162,484.00 | $234,812.00 | $338,260.00 |

Keys has successfully performed work for the city in the past.

**RECOMMENDATION**

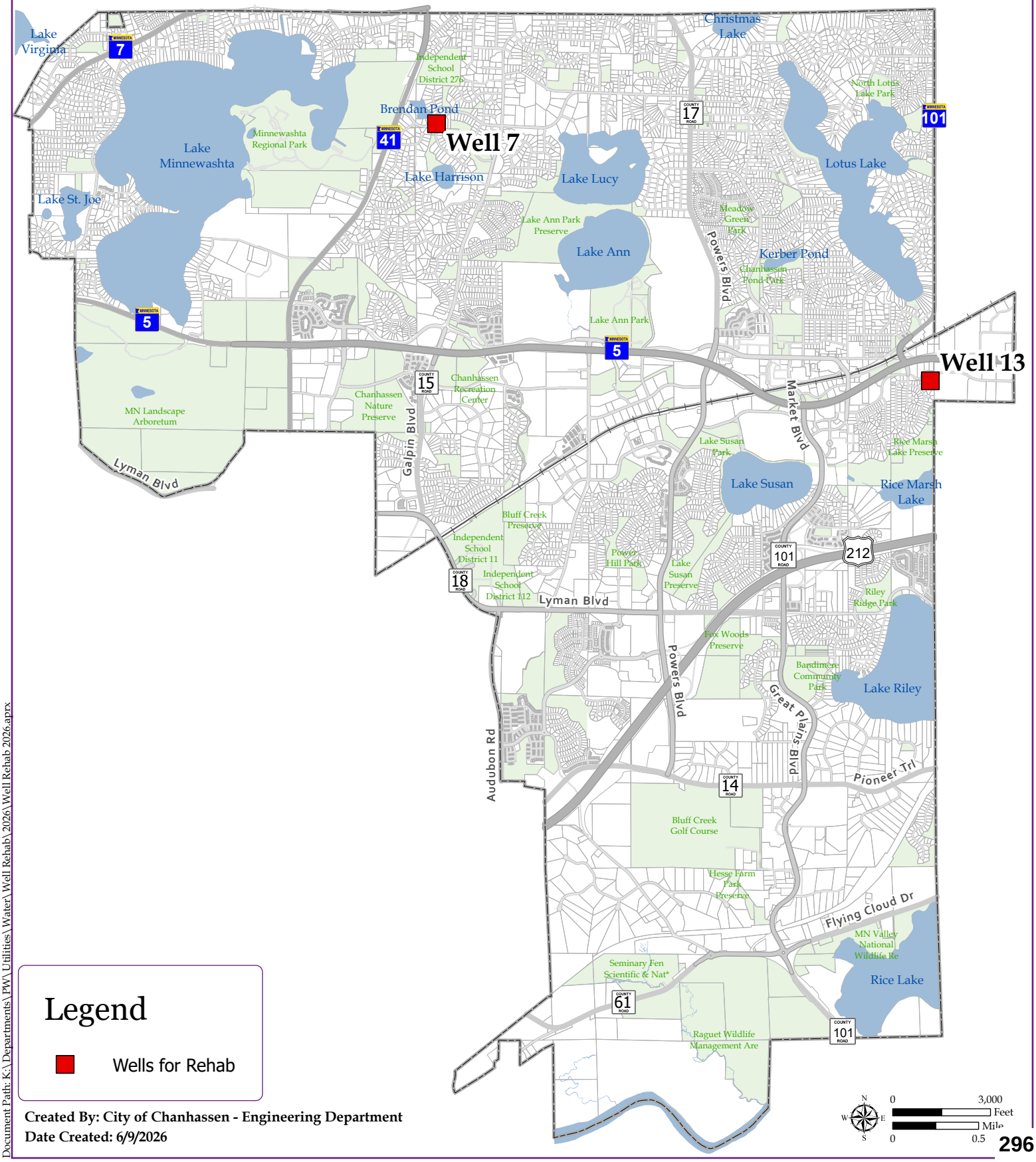
Staff and the consultant recommend award to Keys Well Drilling.

**ATTACHMENTS**

Project Location Map
Wells 7 & 13 award recommendation letter
CIP Sheet
Contractor Verification

# City of Chanhassen

## Well Rehab Locations




## Legend

Wells for Rehab

**Created By: City of Chanhassen - Engineering Department**
**Date Created: 6/9/2026**

0 3,000 Feet
0 0.5 Mile

Document Path: K:\Departments\PW\Utilities\Water\Well Rehab\2026\Well Rehab 2026.aprx

9/21/2026

Charles Howley
City of Chanhassen
Public Works Director/City Engineer
7700 Market Boulevard
Chanhassen, MN 55317

**Re: City of Chanhassen Rehabilitation of Wells #7 and #13**

Dear Mr. Howley:

The purpose of this letter is to recommend the award of the contract for the City of Chanhassen Well Rehabilitation Project for Wells #7 and #13 City Project No. 26-07. This project includes rehabilitating the two wells.

A request for bids was sent to three drillers on August 26th, 2026: Traut Companies, Bergeson-Caswell, and Keys Well Drilling. Three bids were received on September 11th, 2026, from Traut Companies, Bergeson-Caswell Inc., and Keys Well Drilling. A summary of the base quotes received is provided in the table below.

| Well number | Keys | Bergerson | Traut |
|---|---|---|---|
| Well #7 | $79,222.00 | $129,320.00 | $201,280.00 |
| Well #13 | $83,262.00 | $105,492.00 | $136,980.00 |
| Total | $162,484.00 | $234,812.00 | $338,260.00 |

Keys Well Drilling submitted the lowest base bid for each well, with the combined bid amount totaling to $162,484.00 which remains under $175,000. Barr Engineering Co. recommends awarding the work to rehabilitate Wells 7 & 13 to Keys Well Drilling.

If you have any questions, please do not hesitate to reach out.

Sincerely,



Brian LeMon, P.E.

# Water - Annual Well Rehabilitation

## Overview

| | |
|---|---|
| **Request Owner** | Charlie Howley |
| **Department** | Water General Operations |
| **Type** | Capital Improvement |
| **Project Type** | Water, Sewer, and Surface Water Improvements |
| **Project Number** | W-032 |

## Description

This program annually inspects and performs regular maintenance of the City's wells. Wells are recommended to be serviced every 8 years.  The schedule of rehabilitation is:

2026 - Wells #7 & #13

2027 - Well #14

2028 - Well #9

2029 - Well #3

2030 - Well #4

2031 - Wells #2 & #15

2032 - Well #10

2033 - Wells #8 & #11

2034 - Well #12

2035 -  Wells #7 & #13

Performing regular maintenance will extend the life of well components, reduce emergency calls, and have a more reliable water supply system.

## Details

**Type of Project:** Improvement

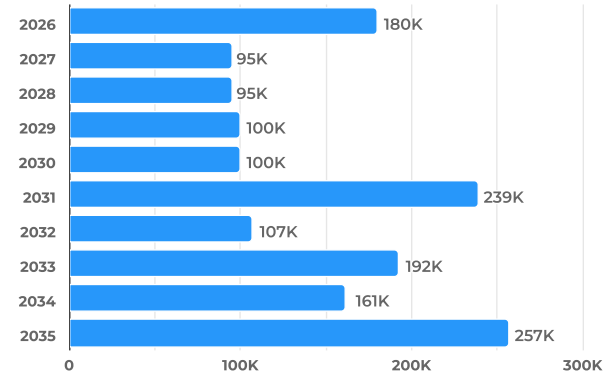
## Capital Costs

FY2026 Budget
**$180K**

Total Budget (all years)
**$1.53M**

Project Total
**$1.53M**

### Capital Costs by Year




Construction/Maintenance **$1,526,000** 100.00%

### Capital Costs for Budgeted Years




Construction/Maintenance **$1,526,000** 100.00%

| Category | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | FY2032 | FY2033 | FY2034 | FY2035 | Tot: Budgete |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Construction/Maintenance | $180,000 | $95,000 | $95,000 | $100,000 | $100,000 | $239,000 | $107,000 | $192,000 | $161,000 | $257,000 | **$1,526,00** |
| **Total** | **$180,000** | **$95,000** | **$95,000** | **$100,000** | **$100,000** | **$239,000** | **$107,000** | **$192,000** | **$161,000** | **$257,000** | **$1,526,00** |

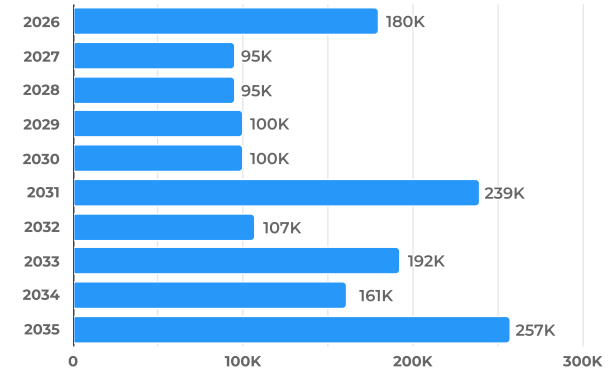
## Funding Source

FY2026 Budget
**$180K**

Total Budget (all years)
**$1.53M**

Project Total
**$1.53M**

### Funding Source by Year




Utility Fund - Water **$1,526,000** 100.00%

### Funding Source for Budgeted Years




Utility Fund - Water **$1,526,000** 100.00%

| Category | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | FY2032 | FY2033 | FY2034 | FY2035 | Tot: Budgete |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Utility Fund - Water | $180,000 | $95,000 | $95,000 | $100,000 | $100,000 | $239,000 | $107,000 | $192,000 | $161,000 | $257,000 | **$1,526,00** |
| **Total** | **$180,000** | **$95,000** | **$95,000** | **$100,000** | **$100,000** | **$239,000** | **$107,000** | **$192,000** | **$161,000** | **$257,000** | **$1,526,00** |

## CONTRACTOR VERIFICATION OF COMPLIANCE

The undersigned, being first duly sworn, as a responding contractor on the Project, represents and swears as follows:

Now, and at all times during the duration of the Project, the undersigned complies with each of the minimum criteria in Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

Upon request, the undersigned will submit copies of the signed verifications of compliance from all subcontractors.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, or its subcontractor that makes the false statement, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned or its subcontractor that submits a false statement.

**CONTRACTOR:**

Keys Well Drilling Co.

By: [signature] (Trevor Keys)

Its: Vice President

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Approve an Encroachment Agreement between the City of Chanhassen and the property owners at 3868 Agustin Trail (Lot 3, Block 1, and Outlot B, Boylan Shores, Common Interest Community Number 165) | |
| **File No.** | N/A | **Item No:** D.11 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Stacy Osen, Administrative Support Specialist | |
| **Reviewed By** | Charlie Howley | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves an Encroachment Agreement identifying encroachments upon an existing public drainage and utility easement located on 3868 Agustin Trail (Lot 3, Block 1, and Outlot B, Boylan Shores)."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Asset Management |

## SUMMARY

N/A

## BACKGROUND

The property owners of 3868 Agustin Trail (Paul Vincent and Kylie Vincent, and Alan Dirks and Karen Dirks) desire to keep a previously constructed wooden staircase located within an existing public drainage and utility easement. The property is legally described as Lot 3, Block 1, and Outlot B, Boylan Shores. Since the improvements encroach within the easement that partially covers a publicly owned retaining wall used to support Minnewashta Parkway, an Encroachment Agreement (EA) is needed to document that the property owner is fully responsible for the private improvements within the easement due to any city maintenance activities.

## DISCUSSION

The attached EA was drafted by the City Attorney's office and is signed by the property owners. Upon city approval and execution, the EA will be recorded against the property.

## BUDGET

N/A

## RECOMMENDATION

Staff recommends City Council approve the Encroachment Agreement.

## ATTACHMENTS

3868 Agustin Trl -EA 9.28.26

*(reserved for recording information)*

# ENCROACHMENT AGREEMENT

**AGREEMENT** made this ____ day of _____, 2026, by, among, and between the **CITY OF CHANHASSEN,** a Minnesota municipal corporation ("City"), and **PAUL VINCENT** and **KYLIE VINCENT**, a married couple ("Vincents) and **ALAN DIRKS** and **KAREN DIRKS**, a married couple ("Dirks") (collectively, the Vincents and Dirks are referred to herein as the "Owners").

1. **BACKGROUND.** Owners are the fee owners of certain real property located in the City of Chanhassen, County of Carver, State of Minnesota, legally described as follows:

> **Parcel ID No. 25.1420030**
>
> Lot 3, Block 1, and Outlot B, BOYLAN SHORES, Common Interest Community Number 165, Carver County, Minnesota.
>
> *(Abstract property)*

having a street address of 3868 Agustin Trail, Chanhassen, Minnesota 55317 ("Subject Property"). The City owns easements for drainage and utility purposes over portions of the Subject Property ("Easement Areas"). The Owners have installed a wooden staircase on the Subject Property which partially encroaches on the Easement Areas as depicted on the attached Exhibit A and Exhibit B.

2. **ENCROACHMENT AUTHORIZATION.** The City hereby approves the encroachment in its Easement Areas on the Subject Property for the staircase subject to the conditions set forth in this Agreement. Further conditions of encroachment approval are as follow:

- The City shall have no responsibility to maintain or repair the staircase located within the Easement Areas.
- The staircase located on the Subject Property must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
- The Owners, their heirs, successors and assigns, are fully responsible and liable for any and all damage caused to the staircase or resulting from construction of the staircase within the Easement Areas.
- The Owners of the Subject Property will own and maintain the staircase.
- Additional stairs may have to be removed to perform work for maintaining or repairing the City's retaining wall that abuts the Subject Property and Easement Area.

Further, Owners agree that the staircase has been constructed consistent with all applicable federal, state and local laws and regulations.

3. **HOLD HARMLESS AND INDEMNITY.** In consideration of being allowed to encroach in the City's Easement Areas, Owners, for themselves, their heirs and assigns, hereby agree to indemnify and hold the City harmless from any damage caused to the Subject Property, including the staircase located in the Easement Areas, caused in whole or in part by the encroachment into the City's Easement Areas.

4. **TERMINATION OF AGREEMENT.** The City may, at its sole discretion, terminate this Agreement at any time by giving the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately. The owners shall remove the staircase or any portion of the staircase to the extent it impacts the Easement Areas or the abutting City retaining wall to the effective date

of the termination of this Agreement. If the owner fails to do so, the City may remove the staircase to the extent it impacts the Easement Areas and charge the cost of removal back to the owners for reimbursement.

**5. RECORDING.** This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

*[Remainder of page intentionally left blank.*
*Signature pages follow.]*

**CITY OF CHANHASSEN**

(SEAL)

By _____
Elise Ryan, Mayor

And _____
Laurie Hokkanen, City Manager

STATE OF MINNESOTA )
)ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by **Elise Ryan** and by **Laurie Hokkanen**, respectively the Mayor and City Manager of the **City of Chanhassen,** a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
Notary Public

**PROPERTY OWNERS:**

Paul Vincent

Kylie Vincent

ABDULMONEM A ALDARWISH
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

STATE OF MINNESOTA )
)ss.
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 8th day of September, 2026, by **Paul Vincent**, spouse to Kylie Vincent.

Notary Public

STATE OF MINNESOTA )
)ss.
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 8th day of September, 2026, by **Kylie Vincent** spouse to Paul Vincent.

Notary Public

ABDULMONEM A ALDARWISH
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

**PROPERTY OWNERS:**

Alan Dirks

Karen Dirks

STATE OF MINNESOTA )
)ss.
COUNTY OF Carver )

The foregoing instrument was acknowledged before me this 21 day of September, 2026, by **Alan Dirks**, spouse to Karen Dirks.

Notary Public

SHANNA MARIE OLIVARES
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2031

STATE OF MINNESOTA )
)ss.
COUNTY OF Carver )

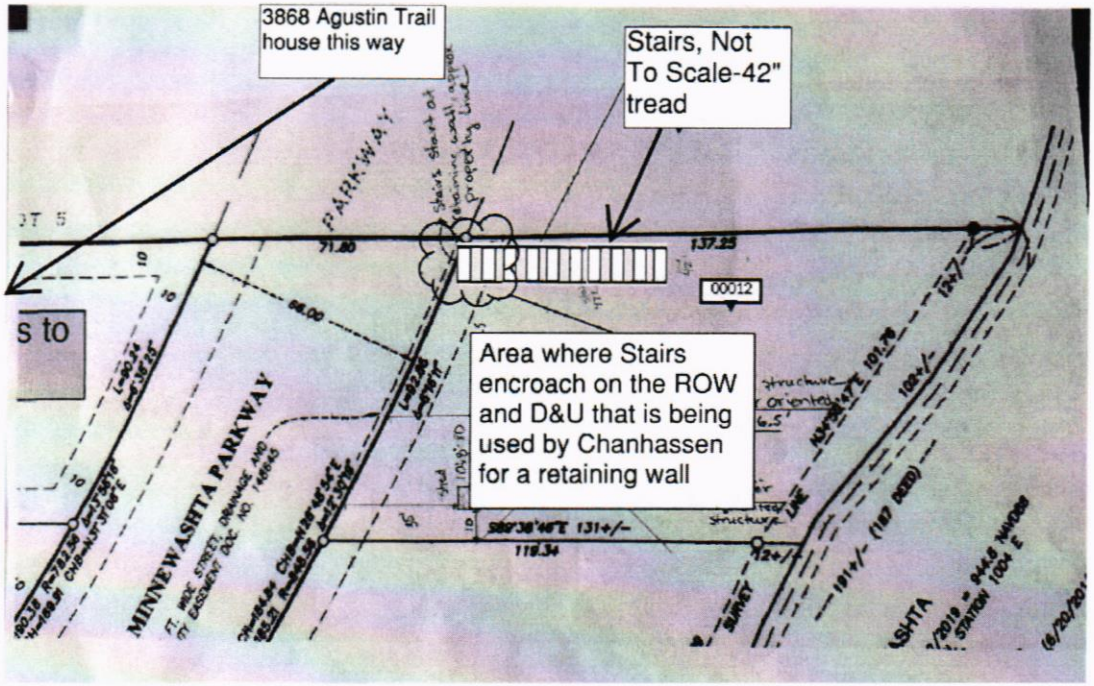
The foregoing instrument was acknowledged before me this 21 day of September, 2026, by **Karen Dirks** spouse to Alan Dirks.

Notary Public

SHANNA MARIE OLIVARES
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2031

DRAFTED BY:
CAMPBELL KNUTSON,
*Professional Association*
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/amt

# Exhibit A


3868 Agustin Trail house this way
Stairs, Not To Scale-42" tread
Area where Stairs encroach on the ROW and D&U that is being used by Chanhassen for a retaining wall
MINNEWASHTA PARKWAY
00012

# Exhibit B



# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Accept the resignation of City Manager Laurie Hokkanen | |
| **File No.** | | **Item No:** D.12 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Laurie Hokkanen, City Manager | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

Accept the resignation of City Manager Laurie Hokkanen, effective December 4, 2026

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Communications |

## SUMMARY

Minnesota Statutes § 351.01 requires an appointed officer's written resignation to be submitted to the body that appointed the officer. For a Plan B city manager, that body is the City Council. The statute does not expressly say the Council must adopt a resolution or motion, but formal action creates a clear record of the resignation, effective date, and resulting authority to begin the transition.

## BACKGROUND

## DISCUSSION

## BUDGET

## RECOMMENDATION

**ATTACHMENTS**

Hokkanen Resignation Letter

September 23, 2026

Mayor Ryan and Members of the City Council:

Please accept this letter as formal notice of my resignation as City Manager of the City of Chanhassen, effective December 4, 2026.

This is a bittersweet letter to write. Chanhassen has been a central part of my professional life. I first joined the City in 2006 as Assistant City Manager, and returning in 2021 to serve as City Manager has been one of the great privileges of my career.

I am proud of what we have accomplished together over the past five years. We took on some of the most significant projects in Chanhassen's history, planning and delivering a new Civic Campus and beginning construction on a voter-approved Community Center, two generational investments that will serve residents for decades. We invested in streets, parks, infrastructure, and public spaces; strengthened our strategic planning and community engagement; and embraced innovation and new technology to improve how we serve residents.

Just as important to me is the organization we have built. We have worked intentionally to create a culture where talented people are trusted to lead, encouraged to innovate, expected to collaborate, and supported in doing meaningful work. Even while carrying an unusual number of major initiatives, our team has continued to deliver the high-quality everyday services residents expect. Chanhassen is well-positioned for what comes next.

None of this belongs to one person. It is the result of an outstanding City Council, a talented and committed staff, strong community partners, and residents who care about Chanhassen. I have been fortunate to work alongside people who are willing to think big, solve hard problems, support one another, and keep looking for ways to make this community better.

I am grateful to the City Council for the trust you have placed in our staff and in me. You supported ambitious ideas, asked thoughtful questions, and gave our team room to do its best work. I will always value that partnership.

Mayor Ryan, I want to offer you a special thank you. The relationship between a Mayor and City Manager matters a great deal, and I have been fortunate to share it with someone who cares about this community, believes in its potential, and works collaboratively through both opportunities and challenges. Thank you for your trust in me, your support of our staff, and the partnership we have shared in moving Chanhassen forward.

Most of all, I will miss the people. I care deeply about this organization and the employees who make it what it is. Leaving them, and a community that has meant so much to my family and me, is by far the hardest part of this decision.

I am excited about the opportunity ahead, and I leave Chanhassen with gratitude and pride. Between now and December 4, I am committed to a thoughtful, orderly transition that positions the Council, staff, and the next City Manager for continued success.

Thank you for the opportunity to serve the City of Chanhassen. It has been an honor.

Sincerely,



Laurie Hokkanen
City Manager

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Request for Proposals for City Manager Executive Search Services | |
| **File No.** | | **Item No:** D.13 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Laurie Hokkanen, City Manager | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves the Request for Proposals for City Manager executive search services and authorizes staff to solicit proposals."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Operational Excellence |

## SUMMARY

Following the City Manager's resignation effective December 4, 2026, staff has prepared a Request for Proposals to solicit qualified executive search firms to assist the City Council with the recruitment and selection of the City's next City Manager. The selected firm would support development of the position profile, candidate outreach and recruitment, screening, interview facilitation, background and reference checks, employment negotiations, and transition planning.

Approval of the RFP authorizes staff to begin soliciting proposals. Following review of the proposals, staff will return to the City Council with a recommendation to select a search firm and approve the associated professional services agreement. Issuing the RFP does not commit the City to any expenditure.

## BACKGROUND

The RFP is subject to modifications as discussed at the work session prior to issue.

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

City of Chanhassen City Manager Executive Search RFP Draft

## CITY OF CHANHASSEN

# City Manager Executive Search Services

## REQUEST FOR PROPOSALS

RFP issued September 29, 2026
Proposal deadline October 18, 2026
Anticipated firm selection October 26 or November 12, 2026

| SUBMIT TO | Laurie Hokkanen<br>City Manager<br>City of Chanhassen<br>lhokkanen@chanhassenmn.gov |
|---|---|

Draft

## Request for Proposals

The City of Chanhassen is seeking proposals from qualified executive search firms to assist the City Council in recruiting and selecting the City's next City Manager. The selected firm will provide a comprehensive, inclusive, and professionally managed search process from development of the position profile through appointment and transition support.

The City seeks a firm with demonstrated experience in executive-level local government recruitment, particularly city manager or city administrator searches in Minnesota or comparable communities.

## About Chanhassen

Chanhassen is a growing southwest metropolitan community in Carver County with approximately 28,700 residents. The City operates under Minnesota's Optional Plan B form of government. A mayor and four council members are elected at large to staggered four-year terms. The City Council appoints the City Manager, who serves as chief administrative officer and leads implementation of Council policy, organizational performance, and delivery of municipal services.

The organization includes approximately 85 FT employees and provides services through administration, finance, community development, fire, public works, and parks and recreation functions. Police services are provided through a contract with the Carver County Sheriff's Office. Chanhassen is known for strong neighborhoods, a diverse employment base, high-quality schools, community events, natural resources, and an extensive system of parks, preserves, and trails.

The next City Manager will join the organization during a period of significant opportunity and transition. Current and emerging priorities include completion and activation of major community facilities, long-range financial and infrastructure planning, implementation of the 2050 Comprehensive Plan, redevelopment and economic vitality, organizational development, community engagement, and maintaining high-quality services as the community evolves. The City expects the selected search firm to refine this context through engagement with the City Council, employees, and other stakeholders.

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## Project Objectives

- Develop a clear, compelling, and accurate position profile that reflects the City Council's priorities, the organization's needs, and the community's opportunities.
- Attract a broad, highly qualified candidate pool through targeted outreach and active recruitment, not solely through advertising.
- Provide a consistent, legally compliant, and well-documented process for screening, evaluating, and advancing candidates.
- Support the City Council in conducting effective interviews, selecting a preferred candidate, and negotiating an employment agreement.
- Maintain timely, respectful, and confidential communication with candidates and the city throughout the process.
- Support a successful transition and onboarding process for the selected City Manager.

## Scope of Services

The following scope describes the City's anticipated needs. Firms may recommend refinements that improve the process, schedule, candidate experience, or outcomes. Any recommended changes should be clearly identified in the proposal.

### 1. Project Initiation and Position Profile

- Conduct a kickoff meeting and/or individual interviews with the City Council and designated City staff to confirm roles, decision points, communication protocols, schedule, and measures of a successful search.
- Review relevant City materials, including the City Manager position description, compensation and benefits information, organizational structure, strategic priorities, budgets, plans, and community information.
- Facilitate structured engagement with the City Council, leadership team, employees, and other stakeholders identified by the City to gather input on the organization's needs and the desired experience, competencies, leadership characteristics, and management style of the next City Manager.
- Advise the City on an appropriate community engagement approach and facilitate that engagement if requested.
- Prepare a recruitment brochure and position profile for City review and approval. The final materials should present the community and position accurately and compellingly and be accessible for online distribution.

### 2. Recruitment and Candidate Outreach

- Develop and implement a recruitment strategy appropriate to the position, including targeted outreach to prospective candidates, professional networks, associations, and diverse talent pipelines.
- Actively identify and recruit qualified candidates whose experience and leadership attributes align with the approved profile.
- Develop advertisements, supplemental questions, application instructions, and other candidate-facing materials.
- Manage receipt of applications and provide prompt, professional communication to applicants throughout the process.
- Provide the city with regular written status updates that summarize outreach activity and the size and general characteristics of the candidate pool without prematurely disclosing protected applicant data.

### 3. Screening and Evaluation

- Review applications against the approved position profile and verify minimum and preferred qualifications.
- Conduct preliminary interviews or screening conversations with the most qualified candidates and assess experience, leadership competencies, communication skills, motivation, compensation expectations, and fit with the city's stated priorities.
- Present a written candidate report and recommendations to the City Council in a format that supports consistent comparison and informed decision-making.
- Conduct preliminary reference, credential, employment history, public-record, and other agreed-upon due diligence at the appropriate stage of the process and with required candidate authorization.
- Advise the City regarding the Minnesota Government Data Practices Act, Minnesota Veterans Preference Act, Minnesota Open Meeting Law, and other laws applicable to the search, while recognizing that the City Attorney provides the City's legal advice.
- Develop a transparent process for advancing candidates through each stage and promptly communicate status changes to candidates.

### 4. Interviews and Finalist Process

- Design and facilitate a multi-stage interview and selection process appropriate to the city's goals.
- Prepare interview questions, evaluation materials, schedules, candidate packets, facilitator guidance, and decision-making tools for the City Council and any advisory panels.

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- Coordinate candidate schedules and communications in collaboration with city staff, including travel arrangements or reimbursement expectations if applicable.
- Facilitate interviews, debriefs, and Council deliberations as requested.
- Assist the city with an appropriate public or community component for finalists, including methods for gathering and summarizing feedback.
- Coordinate candidate disclosures and public communications with City staff consistent with Minnesota law.

### 5. Background Review and Appointment

- Conduct comprehensive background and reference investigations for finalist candidates as authorized by the city. The proposal should identify the scope, methods, timing, and any third-party services or pass-through costs.
- Provide a written summary of findings and promptly identify any material concerns, discrepancies, or limitations.
- Support the City Council in developing and extending a competitive employment offer, including advice on compensation and customary terms.
- Serve as liaison during negotiations between the preferred candidate, City Council, designated staff, and City Attorney.
- Assist with preparation of appointment and approval materials. The City Attorney will prepare or approve the final employment agreement. The city intends to use the LMC model agreement as the contract template.

### 6. Transition and Onboarding Support

- Assist the City Council and designated staff with transition planning for the selected candidate.
- Develop a practical onboarding framework for the first several months, including key briefings, relationship-building opportunities, and early alignment between the Council and new City Manager.
- Provide optional follow-up or facilitation services and clearly identify any additional fees.

Draft

## City Responsibilities

- Designate a primary project contact and provide timely access to City Council members, staff, information, and records needed for the work.
- Provide existing photographs, plans, organizational documents, compensation and benefit information, and other source material for the position profile.
- Review and approve the recruitment profile, advertisements, schedule, interview structure, and other key deliverables.
- Provide meeting space and reasonable administrative and technology support for city-hosted interviews and public activities.
- Coordinate official meeting notices, agendas, Council actions, media relations, and city communications.
- Coordinate any city-selected leadership or management assessment and any verification processes performed directly by the city.

## Required Deliverables

| Deliverable | Expected result |
|---|---|
| **Project plan** | Confirmed schedule, responsibilities, decision points, communication plan, and stakeholder engagement approach. |

| Deliverable | Expected result |
|---|---|
| **Position profile** | Final recruitment brochure, position description recommendations, compensation context, and candidate criteria. |
| **Recruitment campaign** | Advertising and outreach plan, active recruitment, candidate communications, and regular status reports. |
| **Candidate evaluation** | Screening materials, written candidate reports, recommendations, and agreed-upon due diligence. |
| **Interview process** | Interview questions, schedules, candidate and panel materials, evaluation tools, facilitation, and feedback summary. |
| **Finalist review** | Comprehensive background and reference reports completed with proper authorization. |
| **Appointment support** | Offer and negotiation assistance, approval support, and transition recommendations. |

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## Fee Proposal

The City seeks the highest overall value, not necessarily the lowest price. The fee proposal should be complete and transparent and should distinguish required services from optional services. The city prefers a fixed or not-to-exceed professional fee, with reimbursable expenses stated separately and subject to advance approval.

- Professional fee by phase and total not-to-exceed amount
- Travel, printing, advertising, technology, assessment, background investigation, and other reimbursable or pass-through costs
- Optional services and prices
- Payment schedule tied to milestones
- Hourly rates for authorized work outside the agreed scope
- Cancellation, suspension, or restart terms
- Replacement-search guarantee and any associated costs

## Evaluation and Selection

The City Council, with support from designated staff, will evaluate proposals and may interview one or more firms. The City may request clarification, supplemental information, a best and final offer, or an oral presentation. Evaluation will consider the factors below as a whole. The City is not obligated to select the lowest-cost proposal.

| Factor | Considerations |
|---|---|
| **Understanding and approach** | Understanding of Chanhassen's needs and the quality, practicality, and inclusiveness of the proposed search process. |
| **Relevant experience** | Success with comparable local government executive searches and familiarity with Minnesota public-sector requirements. |
| **Assigned team** | Qualifications, experience, availability, communication style, and direct involvement of the proposed project team. |

| Factor | Considerations |
|---|---|
| **Recruitment capability** | Demonstrated ability to identify, attract, evaluate, and maintain the interest of highly qualified candidates. |
| **Schedule and responsiveness** | Ability to meet the City's desired timeline, communicate consistently, and adapt to Council needs. |
| **References and results** | Client satisfaction, completed placements, candidate retention, and quality of comparable work. |
| **Cost and overall value** | Clarity and reasonableness of fees, services included, guarantee terms, and overall value to the City. |

## Proposal Submission

Submit one electronic copy in PDF format to:

**Laurie Hokkanen, City Manager**

**lhokkanen@chanhassenmn.gov**

The subject line should read City Manager Executive Search RFP. Proposals must be received by October 18, 2026 at 11:59 pm CST. The City may reject late submissions.

## Tentative Search Schedule

Proposers should recommend a detailed schedule. The framework below identifies anticipated milestones; all dates will be finalized by the selected firm with the City Council and staff.

| Date | Milestone |
|---|---|
| Sept. 28, 2026 | Council authorizes search firm RFP |
| Sept. 29 | RFP issued |
| Oct. 16 | Search firm proposals due |
| Oct. 19–23 | Staff reviews proposals and checks references |
| Mon. Oct. 26 | Council interviews firms and identifies preferred firm |
| Oct. 27–Nov. 6 | Negotiate scope and contract |
| Mon. Nov. 9 | Council approves search firm contract |
| Nov. 10–20 | Firm conducts stakeholder engagement and develops position profile |
| Mon. Nov. 23 | Council approves position profile, compensation and recruitment strategy |
| Dec. 1 | Recruitment opens |

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| Date | Milestone |
|---|---|
| Mon. Jan. 4, 2027 | Applications due |
| Jan. 5–15 | Firm and staff screens applicants and identifies first-round candidates (10-12) |
| Jan. 18–22 | Recorded first-round video interviews; Council reviews videos individually |
| Mon. Jan. 25 | Council selects 4–6 semifinalists |
| Feb. 1–5 | Additional vetting and preparation for interviews |
| Mon. Feb. 8 | In-person semifinalist interviews; Council selects 2–3 finalists |
| Feb. 9–19 | Background/reference work and finalist preparation |
| Mon. Feb. 22 | In-person finalist process; Council identifies preferred candidate |
| Feb. 23–Mar. 5 | Contract negotiations and final due diligence |
| Mon. Mar. 8 | Council approves employment agreement |
| April | New City Manager begins |

Draft

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Ordinance XXX: Amending Chapter 10 Liquor-Licensed Patio Seating, Temporary Expansion of Licensed Premises, and Code Numbering | |
| **File No.** | | **Item No:** D.14 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves the ordinance and summary ordinance as proposed to amend Chapter 10 of City Code to update Liquor Licenses for patio seating and temporary expansion of patio seating as well as updates to the Chapter 10 numbering."

| | |
|---|---|
| **Motion Type** | 4/5 Vote |
| **Strategic Priority** | Operational Excellence |

## SUMMARY

The purpose of this proposed ordinance is to amend Chapter 10 of the Chanhassen City Code to align City Code with current city practices for patio expansions, allow licensed premises to include patio areas, and establish requirements for the temporary expansion of liquor-licensed premises into adjacent outdoor areas, including application, review, operational, public safety, and enforcement requirements. The ordinance also renumbers existing provisions within Chapter 10.

A 4/5th's vote is required in order to publish the proposed ordinance via a summary ordinance.

## BACKGROUND

As part of a review of the City Code, the City Attorney determined that additional clarity was needed

regarding the requirements and process for expanding licensed premises into outdoor patio areas. The proposed ordinance provides the necessary clarification to support the city's current practice of permitting patio expansions while establishing clear standards for their review and approval.

During review of Chapter 10, duplicate article and section numbering was identified within the City Code. To eliminate these duplications in the Code, the affected provisions need to be renumbered. The proposed ordinance corrects the duplicate numbering without changing the substantive requirements of those existing provisions.

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

Staff recommends adoption of the ordinance and summary ordinance for publication as presented.

**ATTACHMENTS**

Proposed Ordinance
Summary Ordinance for Publication

**CITY OF CHANHASSEN**
**CARVER AND HENNEPIN COUNTIES, MINNESOTA**

**ORDINANCE NO. XXX**

**AN ORDINANCE AMENDING CHAPTER 10 OF CHANHASSEN CITY CODE LIQUOR LICENSES FOR PATIO SEATING**

THE CITY COUNCIL OF THE CITY OF CHANHASSEN, MINNESOTA ORDAINS:

**SECTION 1:** Section 10-30of the Chanhassen Municipal Code is hereby amended to read as follows:

Sec 10-30 Granting, Transfer Or Expansion Of License

(a) *Applicant.* A license shall be issued to the applicant only, and no license shall be transferred except as provided in this article.

(b) *Premises.* Each license shall be issued only for the exact rooms and square footage described in the application. A license is valid only in the compact and contiguous building, ~~or~~ structure, or patio situated on the premises described in the license, and all transactions relating to a sale under such license must take place within such building or structure.

(c) *Building under construction*. When a license is granted for a premises where the building is under construction or otherwise not ready for occupancy, the city clerk shall not issue the license until notified by the building official that the building is ready for occupancy.

(d) *Death of licensee*. In the event of the death of a person holding a license, the personal representative of that person shall be allowed to continue to operate the business within the terms of the license for a period not to exceed 90 days after the death of the licensee.

(e) Temporary Expansion of Licensed Premises. The purpose of this section is to allow temporary expansion of the licensed premises of on-sale liquor, wine and beer licensees, to temporarily include limited outdoor areas directly adjacent to and contiguous with the permanently licensed premises, subject to such conditions as the council determines will protect the public health, safety and welfare. The city council finds that allowing outdoor sales and service in commercial areas is beneficial to the creation of a vibrant and prosperous business community so long as adequate review, controls and accountability are in place. Therefore, the holder of any retail liquor license for premises located in the city may apply for a permit for temporary expansion of its licensed premises for an area directly adjacent to and contiguous with the permanently licensed premises. The city council may grant such a permit on the terms and conditions specified in this section and such other terms and conditions as the city council may determine are necessary or advisable to protect the public health, safety and welfare. Application for a permit for temporary expansion of a licensed premises shall be subject to the following requirements and procedures:

(1) Application: Application for a permit for temporary expansion of a licensed premises shall be made on a form provided by the city and shall contain the following information and such other information as the city may require from time to time:

(a) The names, addresses and telephone numbers of the license holder, its owners, officers, partners, and of all managers of the licensed establishment.

(b) A specific description and diagram of the area in which the temporary expansion activity is to occur. The description and diagram must include location, dimensions, barriers proposed to be used, ingress and egress arrangements, seating capacity, and other pertinent information. The area must be compact and contiguous to the permanently licensed premises, and be contained by physical enclosure devices.

(c) Written consent of the owner of the expansion area or of a person with lawful responsibility for the expansion area, if the owner is someone other than the licensee.

(d) The purpose for which the temporary expansion is sought, a description of planned activities, including food and beverage service, entertainment, if any, security plans (including lighting, sanitation, liquor control, etc.) and days and hours of operation including beginning and ending dates.

(e) Proof that any necessary auxiliary permits have been obtained, such as an outdoor event permit.

(f) A detailed description of the planned staffing of the temporary expansion area during hours of operation, and methods the licensee will use to ensure that consumption of alcoholic beverages is restricted to the licensed premises and the temporary expansion area and that alcoholic beverages are not removed from those areas.

(g) Such other information as the city may deem necessary.

(2) Review: Applications shall be submitted to the city clerk and shall be reviewed by the city clerk, city engineer, zoning administrator, chief of police and fire chief, prior to issuance of a permit by the city council. Review of applications shall include consideration of all pertinent building code, fire code, other life safety issues, applicable zoning ordinances, history of the licensee with regard to maintaining order on the licensed premises and complying with applicable laws, potential impact of proposed outdoor service on adjoining and surrounding properties in terms of light, noise and liquor control, and other considerations.

(3) Denial, Suspension, Revocation: The City Council may deny, revoke, and suspend a license for any of the following reasons:

(a) The existence of a temporary expansion disturbs the peace, quiet or repose of surrounding residential or commercial areas.

(b) The existence of a temporary expansion contributes to crime, disorderly behavior, noise, traffic, litter or parking problems in the area near the establishment.

(c) Any violation of the laws relating to the sale or service of alcoholic beverages.

(d) Any violation of the terms of this section.

(e) Any other good cause related to the operation of the establishment.

(4) Conditions: Approval of an application may be made subject to any appropriate restrictions or conditions, which may vary from establishment to establishment depending on the circumstances. At a minimum, the following restrictions and conditions shall apply:

(a) A temporary expansion area must be compact and contiguous to the permanently licensed premises and must be contained by approved physical enclosure devices.

(b) Hours of operation shall not exceed those hours authorized at the permanent premises, or any lesser hours specified as a condition of the temporary expansion of premises license.

(c) Days or dates of operation shall be as specified in the permit.

(d) An approved barrier at least thirty-six inches (36") in height shall be in place between the temporary expansion area and any other public or private property during all hours of operation, provided that the city council may require a higher and more secure barrier depending upon the circumstances.

(e) The city council may require access to and egress from a temporary expansion area be only through a door connecting it to the permanently licensed premises or to other property controlled by the licensee.

(f) The licensee shall have submitted adequate plans addressing liquor control and other public safety concerns and shall at all times comply with all such plans which have been approved by the city in issuing a permit under this section.

(g) All temporary barriers, tables, chairs and other property of the licensee shall be removed from any temporary licensed premises upon expiration of the permit.

(h) The licensee shall be responsible for picking up trash and litter resulting

from activity within the temporary expansion area both within the temporary expansion area and within a reasonable distance outside of the temporary expansion area.

(i) All applicable liquor laws shall be faithfully observed by the licensee and the licensee's employees.

(j) The licensee shall have secured any other permit or license which may be required for the use and period of time proposed.

(k) The council may prohibit or authorize entertainment to be conducted in an outdoor expansion area, in the discretion of the council, and may restrict any authorized entertainment as necessary or desirable for the protection of the repose and welfare of the public and adjoining and surrounding property owners.

(l) The licensee shall file with the city proof that the liability insurance required by this code and by Minnesota statutes chapter 340A apply to the expanded area.

(m) Concurrence of previously scheduled authorized outdoor events that are: a) in close proximity to the outdoor expansion area or b) that will negatively impact similar properties affected by the event at the outdoor expansion area will be a basis for a denial of the application or appropriate restrictions on the outdoor expansion area.

(5) Denial, Suspension Or Revocation: Denial, suspension or revocation of a temporary expansion of liquor license premises shall be subject to appeal and review in accordance with the procedures provided under this chapter in the case of suspensions and revocations of liquor licenses.

**SECTION 2.** Article 10-VI and Sections 10-160 through 10-180 are hereby renumbered as Article 10-XII and Sections 10-250 through 10-270.

**SECTION 3.** This ordinance shall be effective immediately upon its passage and publication.

**PASSED AND ADOPTED** this 28th day of September 2026, by the City Council of the City of Chanhassen, Minnesota

_____ _____

Jenny Potter, City Clerk Elise Ryan, Mayor

(Published in the Sun Sailor on October 8, 2026)

**CITY OF CHANHASSEN**
**CARVER AND HENNEPIN COUNTIES, MINNESOTA**

**SUMMARY OF ORDINANCE NO. XXX**

**AN ORDINANCE AMENDING CHAPTER 10 REGARDING LIQUOR LICENSES FOR PATIO SEATING AND UPDATING NUMBERING**

The purpose of the proposed ordinance is to amend Chapter 10 of the Chanhassen City Code to clarify patio expansions for liquor licenses. It allows licensed premises to include patios and establishes a permit process and standards for temporary expansion of liquor-licensed premises into adjacent outdoor areas. The ordinance also corrects duplicate article and section numbering in Chapter 10.

This ordinance shall take effect immediately upon its passage and publication.

A printed copy of Ordinance No. XXX is available for inspection by any person during regular office hours at the office of the City Manager/Clerk.

**PASSED, ADOPTED, AND APPROVED FOR PUBLICATION** this 28th day of September 2026 by the City Council of the City of Chanhassen, Minnesota.

(Published in the Sun Sailor on October 8, 2026)

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Balakrishna Chintaginjala Citizen Action Request - Most-Favored-Nation Drug Pricing: What It Means for Chanhassen | |
| **File No.** | | **Item No:** E.1 |
| **Agenda Section** | **VISITOR PRESENTATIONS** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>N/A | |
| **Motion Type** | N/A |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Resolution #2026-XX; Approve vacating portions of the drainage and utility easement dedicated within Lot 2, Block 1, Halla Great Plains Addition | |
| **File No.** | Vacation No. 26-04 | **Item No:** F.1 |
| **Agenda Section** | **PUBLIC HEARINGS** | |
| **Prepared By** | Mackenze Grunig, Project Engineer | |
| **Reviewed By** | Charlie Howley | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves a resolution authorizing the partial vacation of the drainage and utility easement dedicated within Lot 2, Block 1, of the Halla Great Plains Addition plat."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Development & Redevelopment |

## SUMMARY

Consider vacating portions of the platted drainage and utility easements dedicated on the plat of Lot 2, Block 1, Halla Great Plains Addition.

## BACKGROUND

A house is being planned to be constructed on the vacant property located at 9865 Raspberry Hill (Lot 2, Block 1, Halla Great Plains Addition). The property owner has requested to vacate portions of the existing platted drainage and utility easement encumbering the property. The easement was platted and intended to serve as access to a stormwater pond located on the property and to cover the drainage ditch conveying runoff from the street to the pond. The lot has been vacant since it was platted in 1996.

Based on the prepared lot survey, the drainage ditch is actually not located within the bounds of the easement. To correct this, the property owner has requested the city vacate the portion of the existing

drainage and utility easement not covering the ditch and record a new drainage and utility easement in the correct location.

The vacation has been publicly noticed consistent with Minnesota Stat. 412.851.

This action requires a Public Hearing.

**DISCUSSION**

The approval of this easement vacation request is contingent upon the recording of the new drainage and utility easement.

**BUDGET**

N/A

**RECOMMENDATION**

Staff recommends that the City Council approve the partial vacation of the Drainage and Utility Easement, subject to the conditions noted.

**ATTACHMENTS**

Resolution
Paper Notice of Public Hearing for Vacation
Mailer Notice of Public Hearing for Vacation
9865 Raspberry Easement Vacation Exhibit
Plat - Halla Great Plains Addition
Presentation

# CITY OF CHANHASSEN
# CARVER AND HENNEPIN COUNTIES, MINNESOTA

**DATE: September 28, 2026 RESOLUTION NO: 2026-XX**

**MOTION BY: _____ SECONDED BY: _____**

## RESOLUTION VACATING DRAINAGE AND UTILITY EASEMENT

**WHEREAS,** the property owner of Lot 2, Block 1, Halla Great Plains Addition having an address of 9865 Raspberry Hill ("Applicant") has requested the vacation of a portion of the drainage and utility easement as depicted in Exhibit A, attached hereto and incorporated herein (collectively referred to herein as "Easement"); and

**WHEREAS**, pursuant to Minnesota Statutes § 412.851 the City Council of the City of Chanhassen has conducted a hearing preceded by the statutorily required two (2) weeks published and posted notice and mailed notice to the abutting property owners, to consider the vacation of the Drainage and Utility Easement; and

**WHEREAS**, a condition of the easement vacation is that a new easement be dedicated where necessary to allow for access and maintenance for the onsite public stormwater infrastructure.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Chanhassen City Council:

1. The City Council hereby vacates the Drainage and Utility Easement as depicted in Exhibit A subject to the conditions noted; and

2. The vacation shall not affect the authority of any person, corporation, or municipality owning or controlling the electric or telephone poles and lines, gas lines, sanitary and storm sewer lines, water pipes, mains, hydrants, and natural drainage areas thereon or thereunder, to continue maintain the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereof; and

3. The City Clerk shall transmit a certified copy of this resolution to the County Auditor and County Recorder.

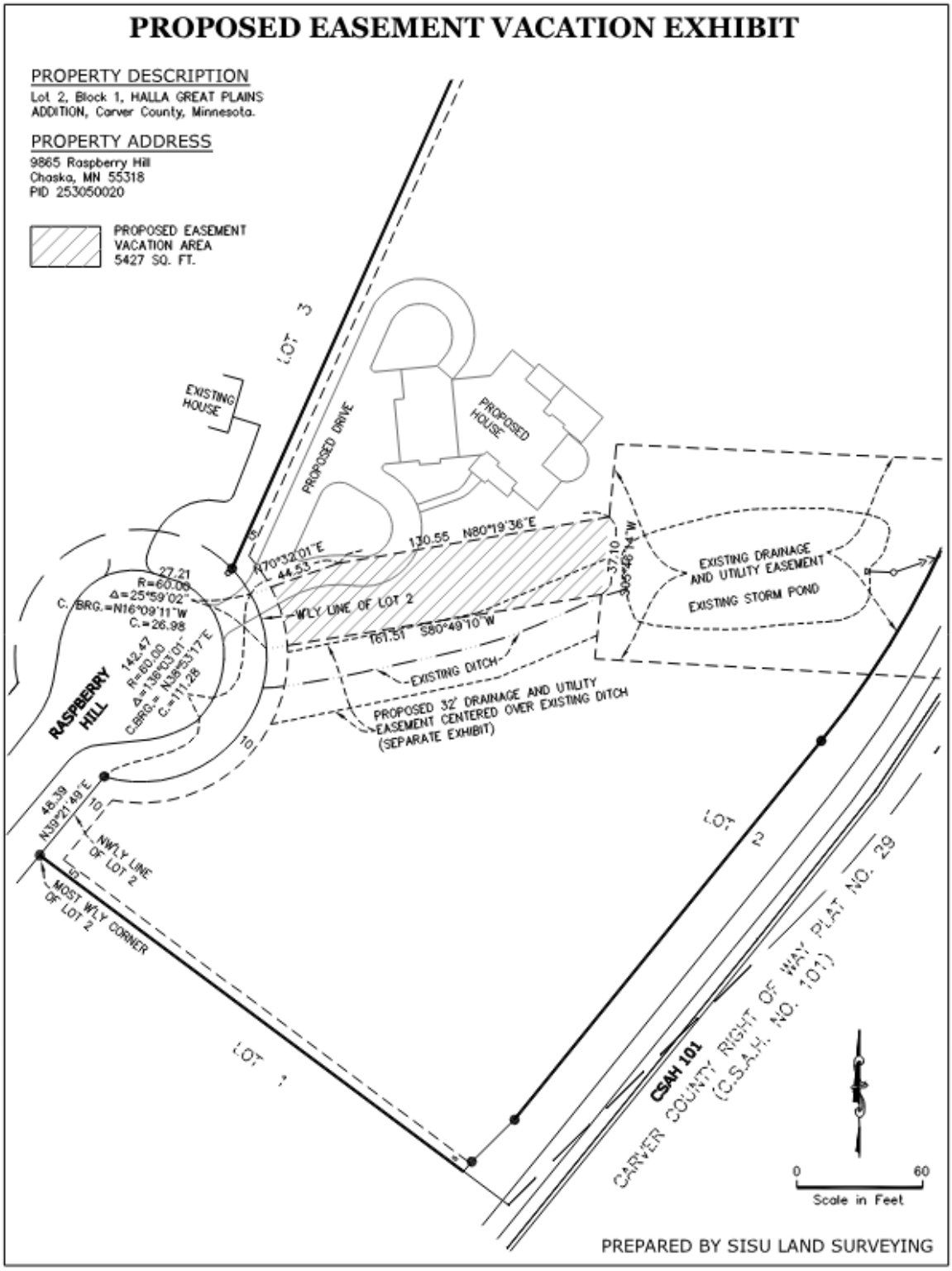
**PASSED AND ADOPTED** by the Chanhassen City Council this 28th day of September, 2026.

**ATTEST:**

| | |
|---|---|
| Jenny Potter, City Clerk | Elise Ryan, Mayor |

| **YES** | **NO** | **ABSENT** |
|---|---|---|

**Exhibit A**


PROPOSED EASEMENT VACATION EXHIBIT
PROPERTY DESCRIPTION
Lot 2, Block 1, HALLA GREAT PLAINS ADDITION, Carver County, Minnesota.
PROPERTY ADDRESS
9865 Raspberry Hill
Chaska, MN 55318
PID 253050020
PROPOSED EASEMENT VACATION AREA 5427 SQ. FT.
LOT 3
EXISTING HOUSE
PROPOSED DRIVE
PROPOSED HOUSE
N70°32'01"E
44.53
130.55
N80°19'36"E
37.10
S09°40'24"W
EXISTING DRAINAGE AND UTILITY EASEMENT
EXISTING STORM POND
WLY LINE OF LOT 2
161.51
S80°49'10"W
EXISTING DITCH
PROPOSED 32' DRAINAGE AND UTILITY EASEMENT CENTERED OVER EXISTING DITCH (SEPARATE EXHIBIT)
22.21
R=60.00
Δ=25°59'02"
C. BRG.=N16°09'11"W
C.=26.98
142.47
R=60.00
Δ=136°03'01"
C.BRG.=N38°53'17"E
C.=111.28
RASPBERRY HILL
10
48.39
N39°21'49"E
NWLY LINE OF LOT 2
MOST WLY CORNER OF LOT 2
LOT 1
LOT 2
CSAH 101
CARVER COUNTY RIGHT OF WAY PLAT NO. 29
(C.S.A.H. NO. 101)
0
60
Scale in Feet
PREPARED BY SISU LAND SURVEYING

**NOTICE OF PUBLIC HEARING**

**CITY OF CHANHASSEN**
**COUNTY OF CARVER AND COUNTY OF HENNEPIN**
**STATE OF MINNESOTA**

**CITY COUNCIL MEETING**
**September 28, 2026**
**7:00 p.m.**
**CHANHASSEN CITY HALL**
**7700 Market Boulevard, Chanhassen, MN 55317**

**NOTICE IS HEREBY GIVEN** that the City Council for the City of Chanhassen will hold a public hearing on Monday, **September 28, 2026**, at 7:00 p.m., in the Council Chambers at Chanhassen City Hall, 7700 Market Boulevard, pursuant to Minnesota Statutes § 412.851 to consider the vacation of a drainage and utility easements legally described as follows:

Commencing at the most westerly corner of Lot 2 Block 1, HALLA GREAT PLAINS ADDITION, Carver County, Minnesota, according to the recorded plat thereof; thence North 39 degrees 21 minutes 49 seconds East, assumed bearing, along the northwesterly line of said Lot 2 a distance of 48.39 feet; thence 142.47 feet along the westerly line of said Lot 2 along a non-tangential curve concave to the west, having a radius of 60.00 feet, a central angle of 136 degrees 03 minutes 01 seconds and the chord of said curve bears North 38 degrees 53 minutes 17 seconds East to the point of beginning of the land to be described; thence North 70 degrees 32 minutes 01 seconds East a distance of 44.53 feet; thence North 80 degrees 19 minutes 36 seconds East a distance of 130.55 feet; thence South 05 degree 46 minutes 14 seconds West a distance of 37.10 feet; thence South 80 degrees 49 minutes 10 seconds West a distance of 161.51 feet to the westerly line of said Lot 2; thence northwesterly a distance of 27.21 feet along the westerly line of said Lot 2 to the point of beginning, excepting therefrom the westerly 10 feet.

All interested parties are encouraged to attend this public hearing and express their opinions with respect to this proposal. If you have any questions, please contact:

Mackenze Grunig, Project Engineer
Phone: (952) 227-1165

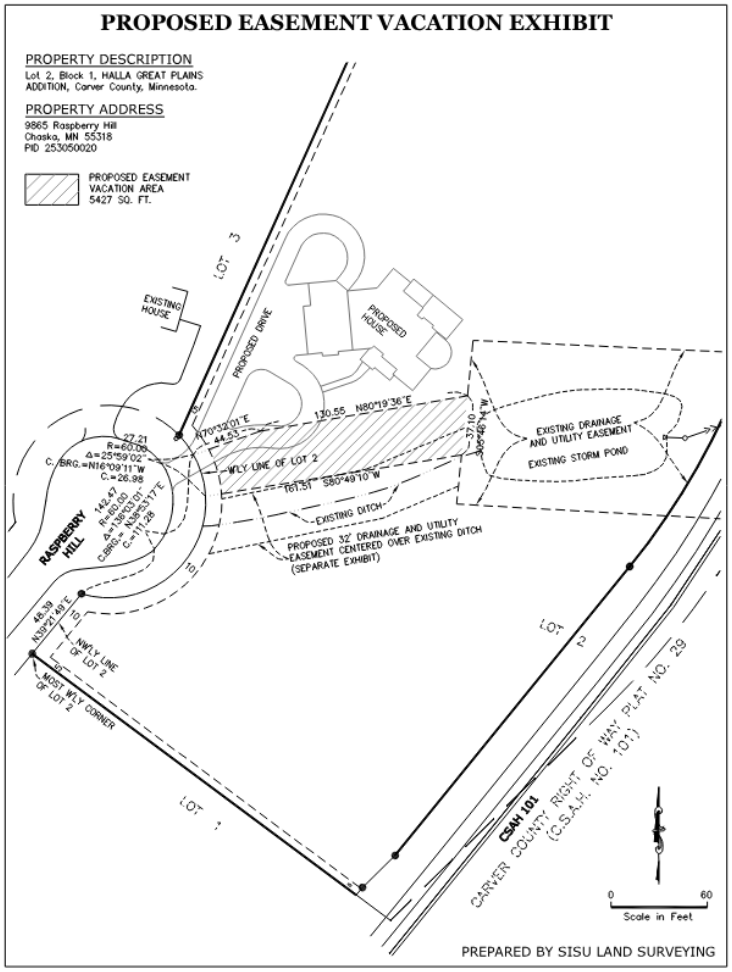
(Publish in the *Sun Sailor* on September 17 & September 24, 2026)

**NOTICE OF PUBLIC HEARING**

**CITY OF CHANHASSEN**
**COUNTY OF CARVER AND COUNTY OF HENNEPIN**
**STATE OF MINNESOTA**

**CITY COUNCIL MEETING**
**September 28, 2026**
**7:00 p.m.**
**CHANHASSEN CITY HALL**
**7700 Market Boulevard, Chanhassen, MN 55317**

**NOTICE IS HEREBY GIVEN** that the City Council for the City of Chanhassen will hold a public hearing on Monday, **September 28, 2026**, at 7:00 p.m., in the Council Chambers at Chanhassen City Hall, 7700 Market Boulevard, pursuant to Minnesota Statutes § 412.851 to consider the vacation of a drainage and utility easements dedicated in Lot 2, Block 1, HALLA GREAT PLAINS ADDITION, Carver County, Minnesota, depicted as follows:




All interested parties are encouraged to attend this public hearing and express their opinions with respect to this proposal. If you have any questions, please contact:

Mackenze Grunig, Project Engineer
Phone: (952) 227-1165

# PROPOSED EASEMENT VACATION EXHIBIT

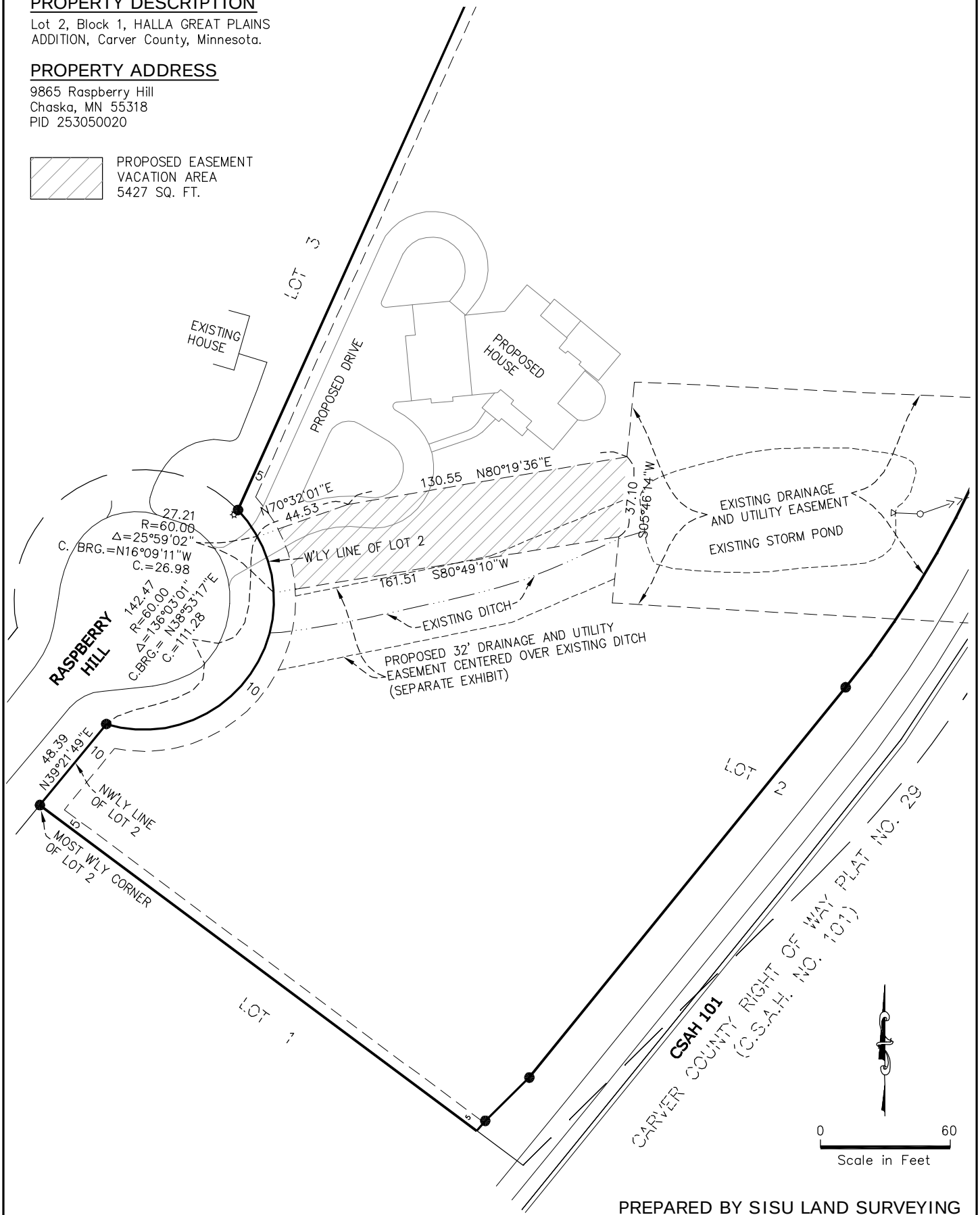
## PROPERTY DESCRIPTION

Lot 2, Block 1, HALLA GREAT PLAINS ADDITION, Carver County, Minnesota.

## PROPERTY ADDRESS

9865 Raspberry Hill
Chaska, MN 55318
PID 253050020

PROPOSED EASEMENT VACATION AREA
5427 SQ. FT.




PREPARED BY SISU LAND SURVEYING

# HALLA GREAT PLAINS ADDITION

PLAT FILE NO. 780 & 781
C. R. DOC. NO. 193913

KNOW ALL MEN BY THESE PRESENTS: That Donald E. Halla and Sandra J. Cwayna Halla, husband and wife, owners and proprietors of the following described property situate in the County of Carver, State of Minnesota, to wit:

Outlots A and B, GREAT PLAINS GOLF ESTATES, according to the recorded plat thereof, Carver County, Minnesota.
Lots 2 and 3, Block 1, of said GREAT PLAINS GOLF ESTATES.

Have caused the same to be surveyed and platted as HALLA GREAT PLAINS ADDITION and does hereby dedicate to the public for public use forever the thoroughfares, cul de sacs, and also dedicating the easements as shown on the plat for drainage and utility purposes only.

In witness whereof said Donald E. Halla and Sandra J. Cwayna Halla, husband and wife have hereunto set their hands this 27 day of DECEMBER, 1995

Donald E. Halla

Sandra J. Cwayna Halla

STATE OF MINNESOTA
COUNTY OF Hennepin
The foregoing instrument was acknowledged before me this 27th day of December, 1995, by Donald E. Halla and Sandra J. Cwayna Halla, husband and wife.

JUDY K. WISE
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Comm. Exp. Jan. 31, 2000

Judy K Wise
Notary Public, Hennepin County, Minnesota
My Commission Expires: 1-31-2000

I hereby certify that I have surveyed and platted the property described on this plat as HALLA GREAT PLAINS ADDITION; that the plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments will be correctly placed in the ground as shown, in accordance with Minnesota Statutes, Section 505.02, Subd. 1; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands as defined in MS 505.02, Subd. 1. to be designated.

Jack Bolke, Land Surveyor
Minnesota License No. 20281

STATE OF MINNESOTA
COUNTY OF HENNEPIN
The foregoing instrument was acknowledged before me this 27th day of DECEMBER, 1995, by Jack Bolke, Land Surveyor.

THEODORA L. WUERTZ
NOTARY PUBLIC — MINNESOTA
MY COMMISSION EXPIRES
JANUARY 31, 2000

Theodora L. Wuertz
Notary Public, Hennepin County, Minnesota
My Commission Expires: 1-31-2000

CHANHASSEN, MINNESOTA
This plat of HALLA GREAT PLAINS ADDITION was approved and accepted by the City Council of the City of Chanhassen, Minnesota at a regular meeting held this 23rd day of OCTOBER, 1995, and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2. All monuments will be set as specified by the City Council and as stated on this plat, according to the Minnesota Statute, Section 505.02, Subd. 1.

CITY COUNCIL OF THE CITY OF CHANHASSEN, MINNESOTA

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR, Carver County, Minnesota

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this 17th day of April, 1996.

By _____
John E. Freemyer
Carver County Surveyor

COUNTY AUDITOR, Carver County, Minnesota

I hereby certify that there are no delinquent taxes for all years prior to 1996 for land described on this plat and transfer entered.
Dated this 17th day of April, 1996.

By Mark Lundgren by Smitchell
Mark Lundgren, County Auditor

COUNTY TREASURER, Carver County, Minnesota

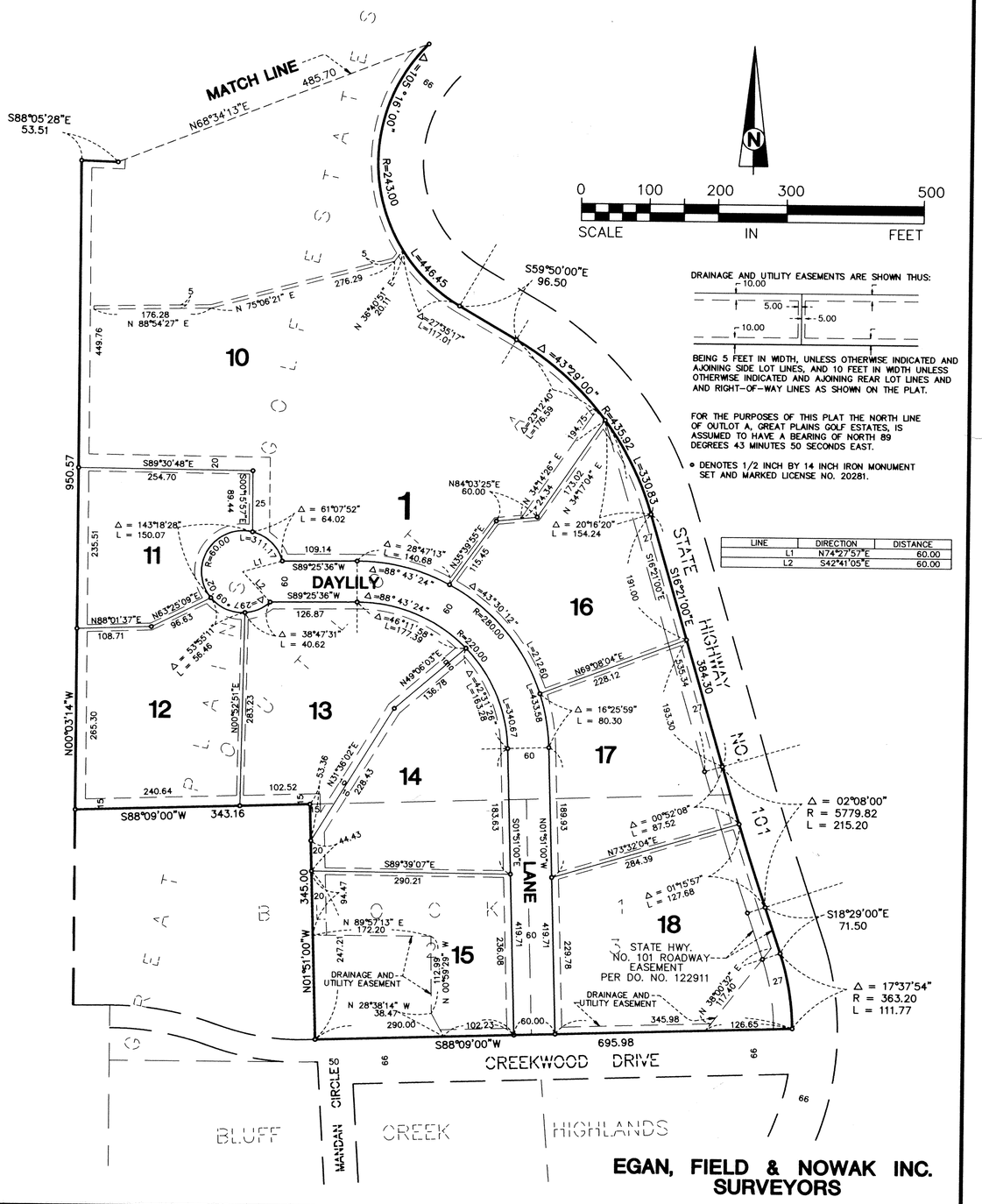
I hereby certify that the taxes payable for the year 1996 for land described on this plat as HALLA GREAT PLAINS ADDITION have been paid on this 17th day of April, 1996.

By _____
D. F. Dahlke, County Treasurer

COUNTY RECORDER, Carver County, Minnesota

I hereby certify that this plat of HALLA GREAT PLAINS ADDITION was filed this 17 day of April, 1996 at 3:30 o'clock P.m. as Document No. 193913

By _____
Carl W. Hanson Jr., County Recorder




EGAN, FIELD & NOWAK INC.
SURVEYORS

# HALLA GREAT PLAINS ADDITION

| | |
|---|---|
| PLAT FILE NO. | 780 & 781 |
| C. R. DOC. NO. | 193913 |

LAKE RILEY WOODS 2ND ADDITION

LAKE RILEY WOODS

LAKE RILEY WOODS 2ND ADDITION

COUNTY STATE AID HIGHWAY NO. 14

N 89°43'50" E 1242.00

N 89°44'39" E 1015.45

N 00°03'14" W 1254.39

N 00°55'14" E 669.54

LAKE RILEY WOODS

N 00°56'41" E 515.40

CEDARBROOK

S 89°55'47" W 5.89

GREAT PLAINS GOLF ESTATES

OUTLOT A

OUTLOT B

OUTLOT C

BURESH ADDITION

STATE HWY. NO. 101 ROADWAY EASEMENT PER DOC. NO. 122911

STATE HWY. NO. 101 ROADWAY EASEMENT PER DOC. NO. 122911

HALLA NURSERY DRIVE EAST

HALLA NURSERY DRIVE WEST

DELPHINIUM LANE

RASPBERRY HILL

PERIWINKLE TRAIL

COLUMBINE TRAIL

HIBISCUS TRAIL

DRAINAGE AND UTILITY EASEMENT

MATCH LINE

N 68°34'13" E 485.70

S 89°08'00" E 1355.00

S 89°45'18" E 188.81

N 84°20'18" E 468.75

| LINE | DIRECTION | DISTANCE |
|---|---|---|
| L3 | N 86°39'54" W | 60.00 |
| L4 | N 03°20'06" E | 60.00 |
| L5 | N 77°53'28" E | 60.00 |
| L6 | N 16°55'35" E | 60.00 |
| L7 | N 59°30'39" E | 60.00 |
| L8 | N 60°29'21" W | 60.00 |

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

10.00 10.00 5.00 5.00 10.00 10.00

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH UNLESS OTHERWISE INDICATED AND ADJOINING REAR LOT LINES AND RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT.

FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF OUTLOT A, GREAT PLAINS GOLF ESTATES, IS ASSUMED TO HAVE A BEARING OF NORTH 89 DEGREES 43 MINUTES 50 SECONDS EAST.

• DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED LICENSE NO. 20281.

0 100 200 300 500

SCALE IN FEET

**EGAN, FIELD & NOWAK INC.**
**SURVEYORS**

SHEET 2 OF 2 SHEETS

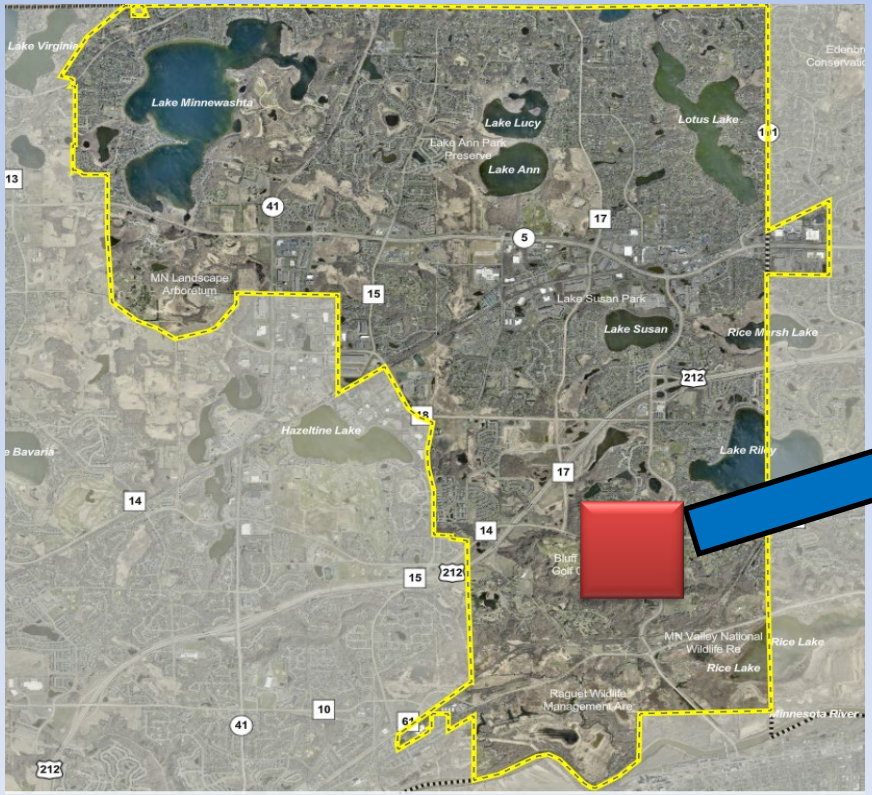
# Request for Public Drainage and Utility Easement Modification

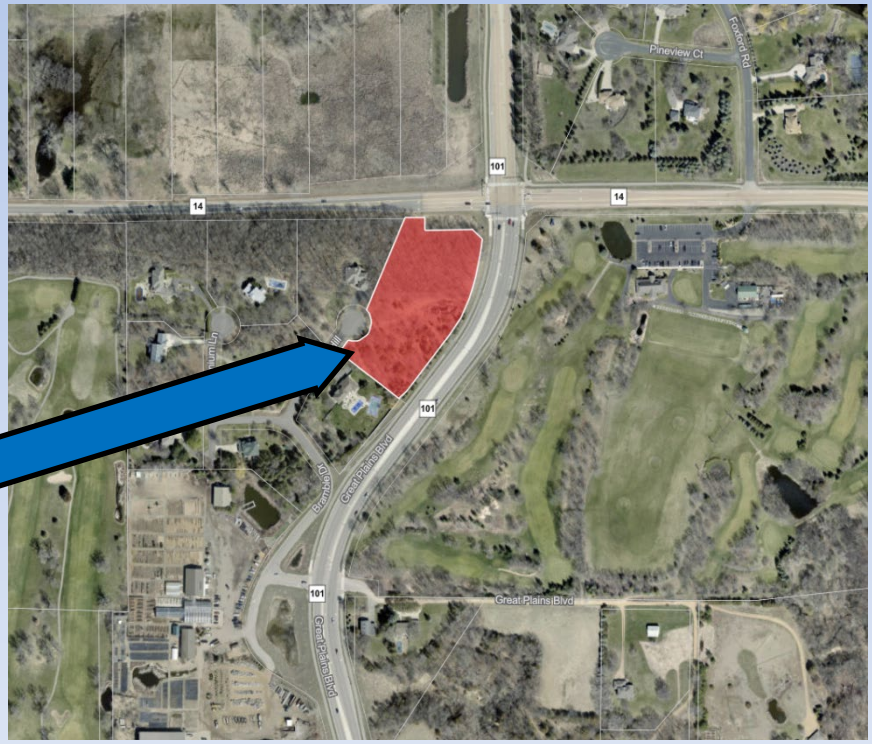
## Lot 2, Block 1, Halla Great Plains Addition

City Council Meeting
September 28, 2026

# Location Map

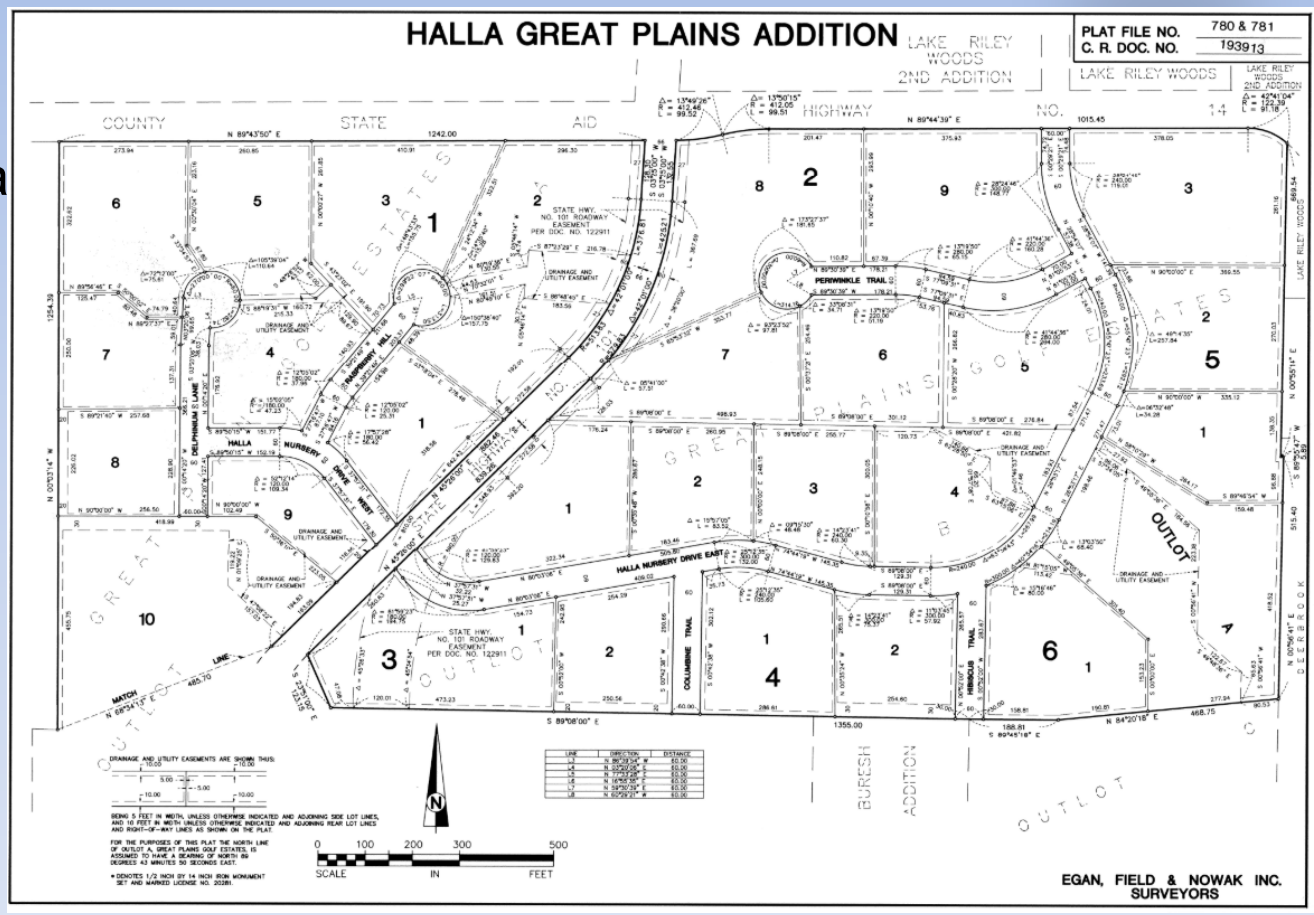
## 9865 Raspberry Hill
## A vacant single family residential lot



# Halla Great Plains Addition

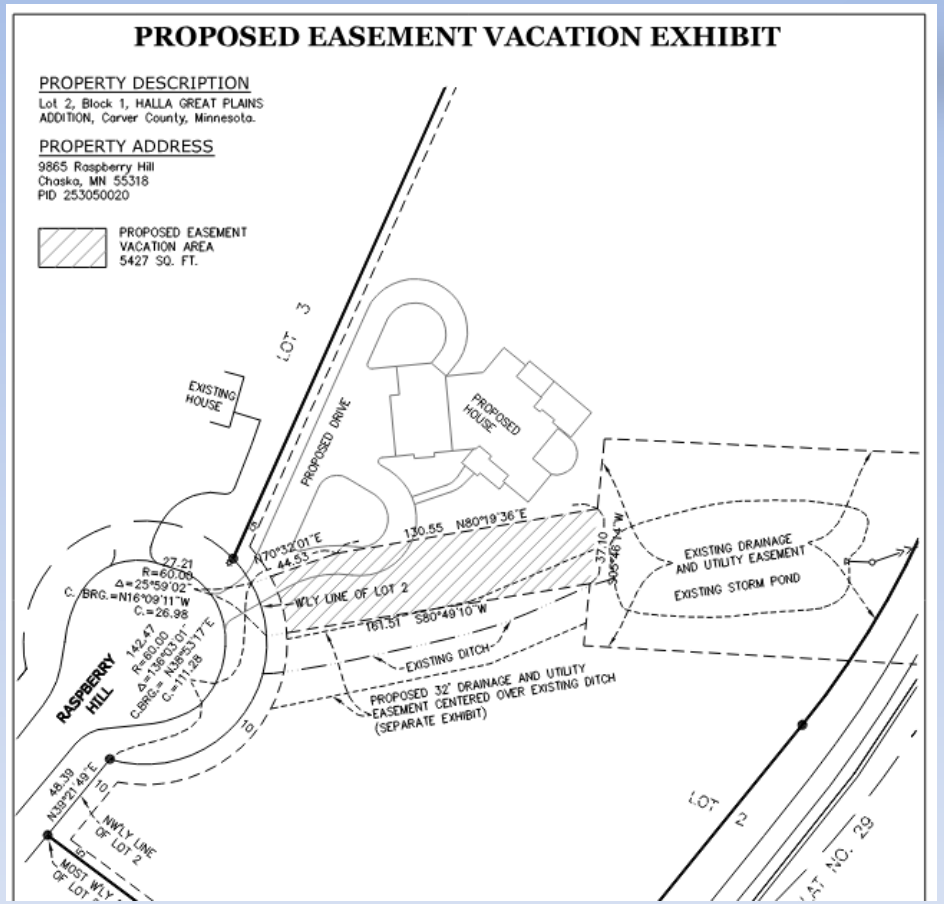
- A public Drainage and Utility Easement was platted with Halla Great Plains Addition (1995)
- The easement was intended to provide access to the stormwater BMP and to cover the conveyance ditch to the pond from the street



# Conditions of Approval

1. This is only a partial vacation of the easement, as the easement over the BMP itself is to remain intact

2. The property owner must dedicate a new Drainage and Utility Easement in the correct location concurrent with recording the vacation



# Public Hearing

- Vacating public Drainage and Utility Easements requires the city to hold a Public Hearing
- Tonight is that hearing, which was duly noticed and scheduled
- No objections have been received to date

# Recommended Motion

"The Chanhassen City Council approves a resolution authorizing the partial vacation of the drainage and utility easement dedicated within Lot 2, Block 1, of the Halla Great Plains Addition plat, subject to the condition of recording a replacement public drainage and utility easement in the correct location."

# City Council Item

September 28, 2026

| | | |
|---|---|---|
| **Item** | Resolution 2026-XX: 2027 City Pavement Rehabilitation Project Improvement Hearing for City Project No. 27-01 | |
| **File No.** | ENG Project No. 27-01<br>CIP No. ST-012 | **Item No:** F.2 |
| **Agenda Section** | **PUBLIC HEARINGS** | |
| **Prepared By** | George Bender, Assistant City Engineer | |
| **Reviewed By** | Charlie Howley | |

**SUGGESTED ACTION**

"The Chanhassen City Council adopts a resolution accepting the feasibility study, ordering the improvements, and authorizing preparation of plans and specifications for the 2027 City Pavement Rehabilitation Project No. 27-01."

| | |
|---|---|
| **Motion Type** | 4/5 Vote |
| **Strategic Priority** | Asset Management |

## SUMMARY

This item is to accept the feasibility study and host the first public hearing for the project, known as the 'Improvement Hearing,' associated with the M.S. 429 special assessment process in order to review the findings of the feasibility study and discuss specific aspects of the project.

Following the public hearing, the City Council is asked to consider ordering production of plans and specifications for the project.

## BACKGROUND

As part of the overall Pavement Management Program (PMP), the city annually plans to rehabilitate a section or sections of public streets across the city. The five-year Capital Improvement Plan (CIP)

identifies the near-term streets to be rehabilitated. This 2027 project includes approximately 3.4 miles of city street to be rehabilitated within the four separate project neighborhood areas:

- Bluff Creek Estates (Valley Ridge Trl area)
- Chanhassen Estates (Dakota Ave/Cheyenne Ave area)
- 86th St and Tigua Ln
- Lake Susan Hills (east of Powers)

**Key dates and items relative to the project:**

- On March 11, 2026, the Engineering Department released a Request for Proposals (RFP) for geotechnical services for the 27-01, 27-02, and 27-03 projects.
- On March 20, 2026, the Engineering Department released a Request for Proposals (RFP) for engineering design and construction services for the 27-01 project.
- On April 2, 2026, the Engineering Department received 2 proposals for geotechnical professional services related to the 27-01, 27-02, and 27-03 projects.
- On April 10, 2026, the Engineering Department received 6 proposals for engineering professional services related to the 27-01 project.
- On April 13, 2026, the City Council approved a Professional Services Agreement with Braun Intertec for geotechnical exploration and engineering services in association with the 27-01, 27-02, and 27-03 design contracts.
- On April 27, 2026, the City Council approved a Professional Services Agreement with SEH for design and construction services for the 27-01 project.
- On September 14, 2026, the City Council called for a Public Hearing regarding the Improvements to be held on September 28, 2026.
- On September 16, 2026, the Engineering Department hosted an Open House meeting with the impacted properties to discuss the project and respond to questions.

The project webpage is:
https://www.chanhassenmn.gov/government/projects/street-projects/2027-city-pavement-rehabilitation-project

To subscribe to the city's distribution list in order to receive routine project updates - interested residents and property owners should visit the following link to sign up:
https://www.chanhassenmn.gov/i-want-to/subscribe

As of September 23, 2026, there are 445 email addresses subscribed to receive project updates.

## DISCUSSION

Staff utilized the City's Pavement Management Program and site investigations to determine the project limits as shown in the attached 5-year CIP map representing the years 2026 through 2030. The Lake Riley Blvd project area (City Project No. 27-02) was separated from the four 27-01 project areas to help

ensure all of the work was completed within the 2027 construction season.

The multiple streets within the four separate neighborhood areas included in this project generally have ratings within OCI ranges which indicate a rehabilitation via mill and overlay (M&O) or a full depth reclamation (FDR) should be performed but a full street reconstruction isn't necessary. Only the Chanhassen Estates neighborhood is proposed to be a M&O. The other three neighborhoods (Bluff Creek Estates, 86th and Tigua, and Lake Susan Hills) are proposed to be rehabilitated via a FDR.

City Staff hosted an Open House style meeting on September 16, 2026. The only comment cards received were complimentary in regards to hosting the meeting, the material presented, and having the necessary staff available to answer all of their questions.

The main concern heard relative to this project isn't related to the proposed design - it is relative to the proposed assessments. Staff is proposing to assess the private developments in the 86th St and Lake Susan Hills neighborhood areas because these streets don't facilitate single family homes. City code allows up to four single family homes on a private street, so long as the private street meets certain standards. Contradictorily, these private streets have a high density of townhomes on them and generate a significant traffic volume. Hence, Staff is proposing to assess them due to this impact to the roadway network as well as Riley Crossing (the senior living facility off of 86th St). The proposed assessment amount for each townhome is $625. This amount is considerably less than the $5,300 assessment the other single-family homes in the FDR areas will be charged.

**SCHEDULE**

| Task | Date |
|---|---|
| Accept Feasibility Study, Conduct Public (Improvement) Hearing, and Order the Project | September 28, 2026 |
| Approve Plans and Specifications. Authorize Advertisement for Bids | February 8, 2027 |
| Bid Opening | March 10, 2027 |
| Call for Public (Assessment) Hearing | April 12, 2027 |
| Public Open House/Neighborhood Meeting #2 | April 13, 2027 |
| Conduct Public (Assessment) Hearing, Accept Bids, Adopt Assessment Roll, and Award Construction Contract | April 26, 2027 |
| Begin Construction | May 2027 |
| Substantial Completion | Early November 2027 |
| Final Completion | June 2028 |

**BUDGET**

The overall project budget approved with the 2026-30 Capital Improvement Plan is shown in the table below, and the CIP budgetary sheet from FY 2026 has been attached for reference. The CIP sheet represents both the 27-01 and 27-02. The 27-02 project area (Lake Riley Blvd reconstruction) was split from the 27-01 project areas to ensure all of the project areas can be constructed in 2027. Mapping has been attached that identifies the streets proposed to be rehabilitated and/or reconstructed with the 27-01 and 27-02 projects.

| Fund | Budget |
|---|---|

| | |
|---|---|
| PMP (Street) | $3,197,000 |
| Surface Water | $310,000 |
| Sanitary Sewer | $317,000 |
| Watermain | $517,000 |
| **Total** | **$4,341,000** |

The feasibility study currently estimates this project will cost approximately $4,811,000. Staff plans to work with the consultant to bring this preliminary estimate in line with the proposed budget.

## RECOMMENDATION

From an engineering and financing perspective, this project is necessary, feasible and cost-effective. Staff recommends that the City Council adopt a resolution accepting the feasibility study, ordering the improvements, and authorizing production of plans and specifications for the City Project Number 27-01.

## ATTACHMENTS

Resolution
2027 FINAL Feasibility Report_09.28.2026
Streets 5-Year CIP 11x17 - 2026-2030
27-01 and 27-02 combined CIP Project Sheet
Presentation

**CITY OF CHANHASSEN**
**CARVER AND HENNEPIN COUNTIES, MINNESOTA**

**DATE: September 28, 2026** **RESOLUTION NO: 2026-XX**

**MOTION BY:** _____ **SECONDED BY:** _____

**A RESOLUTION FOR ACCEPTING THE FEASIBILITY STUDY, CONDUCTING A PUBLIC HEARING, AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2027 CITY PAVEMENT REHABILITATION PROJECT NO. 27-01**

**WHEREAS,** pursuant to resolution of the Council adopted April 27, 2026, a feasibility report has been prepared by SEH with reference to the above-referenced project, and this report is being received by the Council on September 28, 2026, and

**WHEREAS,** the feasibility report provides information regarding whether the proposed project is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**WHEREAS,** on September 14, 2026, the City Council called for the public hearing to be held on September 28, 2026, for the 2027 City Pavement Rehabilitation Project No. 27-01. The project includes street, drainage, and utility system improvements along the following streets: Valley Ridge Trail N, Valley Ridge Trail S, Valley Ridge Place, Valley View Place, Valley View Ct, Lake Susan Hills Dr, West Lake Drive, West Lake Ct, Dove Ct, Drake Ct, W 86th St, Tigua Ln, Dakota Ave, Cheyenne Ave, Dakota Cir, and Cheyenne Spur, included in the 2027 City Pavement Rehabilitation Project No. 27-01, and

**WHEREAS,** a minimum of ten (10) days' mailed noticed and two (2) weeks' published notice of the Public Hearing was given; and

**WHEREAS,** the public hearing was held thereon the 28th day of September, 2026, in the Council Chambers at Chanhassen City Hall, 7700 Market Boulevard, at which all persons desiring to be heard were given an opportunity to be heard thereon,

**NOW THEREFORE, BE IT RESOLVED** by the Chanhassen City Council:

1. The Council received and accepted the feasibility study on September 28, 2026, and considered the improvements of such project in accordance with the report and the assessment of abutting properties for a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429.

2. Such improvement is necessary, cost-effective, and feasible as detailed in the project's Feasibility Study.

3. Such improvement is hereby ordered as proposed in the Council resolution adopted September 28, 2026.

4. The Council authorizes preparation of plans and specifications for the 2027 City Pavement Rehabilitation Project No. 27-01.

5. The Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

**PASSED AND ADOPTED** by the Chanhassen City Council this 28th day of September, 2026.

**ATTEST:**

Jenny Potter, City Clerk

Elise Ryan, Mayor

| YES | NO | ABSENT |
|---|---|---|

Feasibility Report

# 2027 City Pavement Rehabilitation Project

City of Chanhassen, Minnesota

City Project No. 27-01

CHANH 191496 | September 28, 2026

SEH

Building a Better World for All of Us®

Engineers | Architects | Planners | Scientists

Building a Better World for All of Us®

September 28, 2026

RE: 2027 City Pavement Rehabilitation Project
City of Chanhassen, Minnesota
City Project No. 27-01
SEH No. CHANH 191496 4.00

Honorable Mayor and City Council
City of Chanhassen
7700 Market Blvd
Chanhassen, MN 55317

Dear Mayor and City Council,

Short Elliott Hendrickson Inc. (SEH®) is pleased to submit this Feasibility Report for the proposed 2027 City Pavement Rehabilitation Project (City Project No. 27-01). This report summarizes our study of street and utility improvements for the following four areas:

- Lake Susan Hills
  - Lake Susan Hills Drive – East of Powers Blvd
  - Drake Court - Lake Susan Hills Drive to Cul-De-Sac
  - West Lake Drive - Lake Susan Hills Drive to Lake Susan Hills Drive
  - Dove Court - West Lake Drive to Cul-De-Sac
  - West Lake Court - Lake Susan Hills Drive to Cul-De-Sac
- Bluff Creek Estates
  - Valley Ridge Trail – West of Audubon Road
  - Valley View Place – Valley Ridge Trail to Cul-De-Sac
  - Valley Ridge Place – Valley Ridge Trail to Cul-De-Sac
  - Valley Ridge Court – Valley Ridge Trail to Cul-De-Sac
- Chanhassen Estates
  - Dakota Avenue – Lake Drive E to Cheyenne Avenue
  - Cheyenne Avenue – Dakota Ave to Dakota Avenue
  - Cheyenne Spur - Cheyenne Ave to Cul-De-Sac
  - Dakota Avenue – Dakota Ave to Cul-De-Sac
- W 86th Street and Tigua Lane
  - W 86th Street – Great Plains Blvd/CR101 to Tigua Lane
  - Tigua Lane – W 86th Street to Cul-De-Sac

The total estimated project cost for these improvements is $4,811,104. The project is proposed to be funded with approximately 34% special assessments at the City's standard rate and 66% from City funding. City funding consists of Pavement Management Program (PMP), Surface Water, Sanitary Sewer, and Water Main funds. We recommend that the City Council review this report and, if acceptable, proceed with implementation of the proposed improvements as recommended in this report.

Sincerely,

Brad Swanson

Brad Swanson

Project Manager

Short Elliott Hendrickson Inc.

jb

x:\ae\c\chanh\191496\4-prelim-dsgn-rpts\feasibility report\draft report to city\2027 feasibility rpt_draftupdate9.14.docx

# Feasibility Report

2027 City Pavement Rehabilitation Project
City of Chanhassen, Minnesota

City Project No. 27-01
SEH No. CHANH 191496

September 28, 2026

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Brody Bratsch, PE

Date: September 28, 2026 License No.: 59529

Reviewed By: Brad Swanson Date: September 28, 2026

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507
651.490.2000

Building a Better World for All of Us®

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# Feasibility Report

## 2027 City Pavement Rehabilitation Project, City Project No. 27-01

Prepared for City of Chanhassen, Minnesota

# 1 Introduction

A feasibility study for City Project No. 27-01 was authorized by the Chanhassen Council on April 27, 2026, as part of the City's Pavement Management Program, identified within the 5-year Capital Improvement Plan.

The objectives and goals for this project are outlined below:

1. Extend the pavement life cycle by 20 -25 years
2. Repair or replace portions of existing curb and gutter to maintain performance and sustainability
3. Evaluate and implement necessary improvements and repairs to public utilities
4. Repair or replace existing pedestrian walks and trails while incorporating ADA compliance
5. Improve surface drainage of storm water within the city right of way

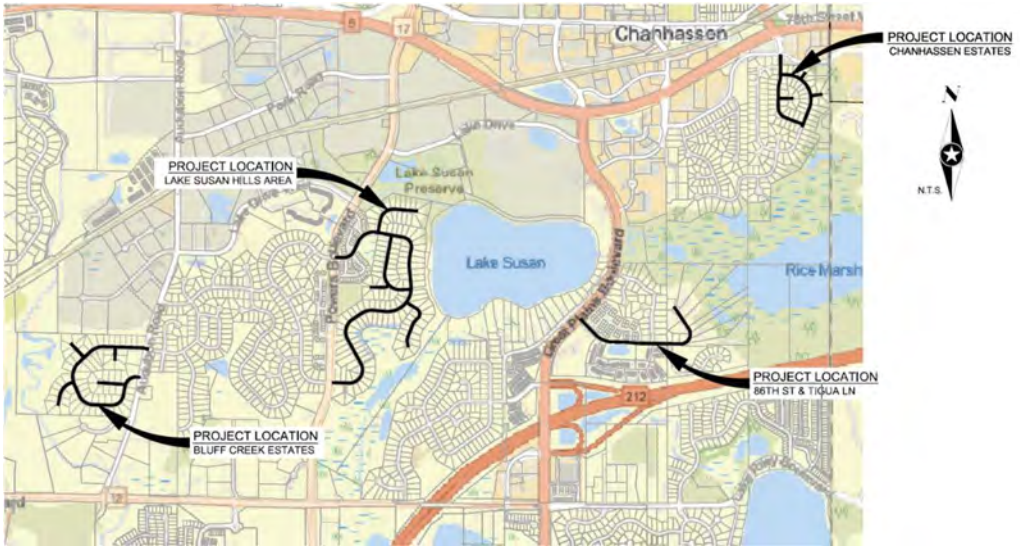
This report was developed utilizing:

- Information provided by the City of Chanhassen's Engineering and Utility departments
- Information supplied from the resident survey distributed on July 23rd, 2026
- Geotechnical Report from Braun Intertec
- An on-site review with city staff conducted on June 23 and 24, 2026
- Site visits by SEH staff

City Project No. 27-01 consists of four areas:

- Lake Susan Hills
  - Lake Susan Hills Drive – East of Powers Blvd
  - Drake Court - Lake Susan Hills Drive to Cul-De-Sac
  - West Lake Drive - Lake Susan Hills Drive to Lake Susan Hills Drive
  - Dove Court - West Lake Drive to Cul-De-Sac
  - West Lake Court - Lake Susan Hills Drive to Cul-De-Sac
- Bluff Creek Estates
  - Valley Ridge Trail – West of Audubon Road
  - Valley View Place – Valley Ridge Trail to Cul-De-Sac
  - Valley Ridge Place – Valley Ridge Trail to Cul-De-Sac
  - Valley Ridge Court – Valley Ridge Trail to Cul-De-Sac

- Chanhassen Estates
  - Dakota Avenue – Lake Drive E to Cheyenne Avenue
  - Cheyenne Avenue – Dakota Ave to Dakota Ave
  - Cheyenne Spur - Cheyenne Ave to Cul-De-Sac
  - Dakota Avenue – Dakota Ave to Cul-De-Sac
- W 86th Street and Tigua Lane
  - W 86th Street – Great Plains Blvd/CR101 to Tigua Lane
  - Tigua Lane – W 86th Street to Cul-De-Sac




# 2 Existing Conditions

## 2.1 Lake Susan Hills

### 2.1.1 Pavement

The approximately 1.55 miles of streets in this area were constructed between 1987 and 1993 with pavement condition indices between 20 and 58. The streets were last seal-coated in 2013 but have not received any other pavement rehabilitations. The asphalt is fatigued showing consistent failures including asphalt fracturing and settlement due to subgrade failure. The asphalt surface has degraded to the point where a mill and overlay is no longer feasible in addition to regular maintenance such as crack sealing and patching becoming very labor intensive. An area of Lake Susan Hills Drive measuring approximately 600 linear feet is performing poorly and is a potential full street reconstruction area.

### 2.1.2 Curb and Gutter

A majority of the curb and gutter is still functional and providing adequate drainage in most areas. There are a significant number of defects including localized settlement and cracking. The cul-de-sacs at the ends of Dove Court and Drake Court have more extensive deterioration resulting in poor drainage.

### 2.1.3 Sidewalks

The existing sidewalk on West Lake Drive and Lake Susan Hills Drive is functional but is in need of spot repair. Several areas have settled and cracked creating a challenging path for pedestrians. There are multiple locations where the sidewalk panel has settled creating a trip hazard. There are several instances where the sidewalk is not continuous through residential driveways resulting in excessive cross slope which does not comply with ADA standards. Several pedestrian ramps at street crossings do not meet current ADA standards.

### 2.1.4 Surface Drainage

Several areas of surface drainage within the right of way have either been identified during the site review or reported by residents in the survey. Several locations have been identified where sump pumps and drain tiles are discharging on the surface within the right of way.

### 2.1.5 Sanitary Sewer

The sanitary sewer mains serving the project area consists of 10 inch and 8 inch of poly vinyl chloride (PVC) constructed between 1987 and 1993. The sanitary sewer mains were televised and reviewed for defects. Minor defects were observed and considered for repair.

### 2.1.6 Water Main

The water mains serving the project area consist of 10 inch and 8 inch ductile iron pipe.

Water main valve bolts installed during this era were not stainless steel and are susceptible to corrosion. Some of these valves have been repaired by staff but the majority have not been repaired or received preventive maintenance.

An approximately 150-foot section of water main on Lake Susan Hills Drive near Suffolk Drive has experienced several water main breaks due to the existing corrosive soils.

### 2.1.7 Storm Sewer

The storm sewer system consists of RCP (reinforced concrete pipe) from 12 inch to 42 inch. There are minor structural deficiencies in several catch basins. The inlets and outlets within the storm ponds have observed sediment buildup and vegetation restricting storm water flow. Televising of the storm sewer system was completed and reviewed for potential repairs and improvements.

### 2.1.8 Street Lighting

The resident survey results included requests for street lighting evaluation and potential additions. These requests will be further reviewed with city staff for code compliance and potential improvements.

## 2.2 Bluff Creek Estates

### 2.2.1 Pavement

The 0.84 miles of streets in this area were constructed between 1992 and 1994 with pavement condition indices between 42 and 75. The streets were last seal-coated in 2013 but have not received any other pavement rehabilitations. The majority of the street surface has experienced

minor settlement. The asphalt surface has extensive cracking and delamination which can no longer reasonably be maintained.

### 2.2.2 Curb and Gutter

A majority of the curb and gutter in this area is functional. Several areas of isolated cracking and localized settlement have been identified.

### 2.2.3 Sidewalks

The trail access on the west side of the project area does not have an ADA compliant ramp at the street entrance.

### 2.2.4 Surface Drainage

Minor surface drainage issues have been identified by staff and by the resident survey. This includes a potential hillside spring on Valley View Place which drains onto the street.

### 2.2.5 Sanitary Sewer

The sanitary sewer mains serving the project area consists of 8 inch of polyvinyl chloride (PVC). The sanitary sewer mains were televised and reviewed for defects. No significant issues were reported by staff or residents

### 2.2.6 Water Mains

The water main consists of 8 inch ductile iron pipe constructed in 1993. The original water main valve bolts are not stainless steel and are therefore susceptible to corrosion.

Some of these valves have been repaired by staff but the majority have not been repaired or received preventive maintenance.

### 2.2.7 Storm Sewer

The storm sewer system consists of RCP pipe between 12 inch and 33 inch. The storm sewer is performing adequately in the area. Several catch basins are experiencing structural fatigue.

## 2.3 Chanhassen Estates

### 2.3.1 Pavement

The 0.57 miles of streets in this area were constructed between 1966 and 1995 and have pavement condition indices between 46 and 72. These streets have not received any previous seal coating or rehabilitation. The majority of the asphalt surfacing is structurally stable with isolated areas of failure and fatigue. While the crown of the road has experienced minor uniform settlement, the majority of the surfacing is performing well for its age.

### 2.3.2 Curb and Gutter

A majority of the curb and gutter in this area is functional. Several areas of isolated cracking and localized settlement have been identified.

### 2.3.3 Sidewalks

The sidewalk on Dakota Avenue from Lake Drive E to Erie Avenue was installed in 2019 with the appropriate ADA pedestrian ramps and is in good condition.

### 2.3.4 Surface Drainage

Minor surface drainage issues have been identified in two locations. Several locations have been identified where sump pumps are discharging on the surface within the right of way.

### 2.3.5 Sanitary Sewer

The sanitary sewer in Chanhassen Estates was constructed with 10 inch and 8 inch vitrified clay pipe (VCP) in 1966. The area was repaired and rehabilitated in 1993 including several areas of VCP sewer being lined or replaced with PVC. The sanitary sewer mains were televised and reviewed for defects. The remaining areas of VCP sanitary sewer are functioning but have localized areas of cracking and tree roots.

### 2.3.6 Water Main

The water main in the area consists of 6 inch and 8 inch ductile iron pipe installed in 1993. The water main valve bolts are not stainless steel and are therefore susceptible to corrosion. Some of these valves have been repaired by staff but the majority have not been repaired or received preventive maintenance.

### 2.3.7 Storm Sewer

The majority of the storm sewer in the area was updated with RCP in 1992 with sizes ranging from 12 inch to 30 inch. Minor structural defects were observed.

## 2.4 W 86th Street and Tigua Lane

### 2.4.1 Pavement

W 86th Street was constructed in 1993, and Tigua Lane was constructed in 1980 accounting for a total length of 0.47 miles. W 86th Street has a pavement condition index 38 and Tigua Lane has a pavement condition index 47. Both were seal coated in 2013. The street is experiencing surface cracking and base failure resulting in settlement and drainage issues. The intersection of Mission Hills Lane and W 86th Street is experiencing drainage issues due to the elevated street grade to the north. The intersections of W 86th Street at both Mission Hills Way West and East do not drain properly resulting in premature street surfacing failure.

### 2.4.2 Curb and Gutter

The majority of the curb and gutter is functioning adequately for its age. Several localized areas have been identified for settlement and cracking.

### 2.4.3 Sidewalks

The sidewalk along W 86th Street adjacent to the stormwater pond has experienced extensive settlement and sliding towards the pond that has required temporary repairs to maintain pedestrian access. Several of the pedestrian ramps at the street access do not meet ADA standards.

### 2.4.4 Surface Drainage

The intersection of W 86th Street and Mission Hills Lane does not drain properly due to the steep street grade at the north leg of this intersection causing increased drainage onto W 86th Street.

### 2.4.5 Sanitary Sewer

W 86th Street is served by a 8 inch PVC main installed in 1994. Tigua Lane is served by a PVC sanitary sewer installed in 1980. The sanitary sewer does not occupy the centerline of the road like most traditional sewers. Properties on the west side of Tigua Lane connect to a single sanitary manhole located in the boulevard within the street right-of-way, served by a private lift station and high-density polyethylene (HDPE) service line. Properties on the east side of Tigua Lane are served by a PVC sanitary sewer main located along the east side of their properties adjacent to Rice Marsh Lake. The sanitary sewer mains were televised and reviewed for defects. No significant defects were noted or reported.

### 2.4.6 Water Main

The water main in the area consists of 6 inch, 8 inch, and 12 inch ductile iron pipe installed between 1980 and 1994. No water main breaks have been reported in this area. The original water main valve bolts are not stainless steel and are therefore susceptible to corrosion. Some of these valves have been repaired by staff but the majority have not been repaired or received preventive maintenance.

### 2.4.7 Storm Sewer

The storm sewer system consists of RCP pipe from 12 to 24 inches. Minor structural fatigue has been identified in several catch basins. The inlets and outlets within the stormwater ponds have observed sediment buildup and vegetation restricting storm water flow.

# 3 Criteria for Investigation

The criteria used for investigating the proposed improvements include:

- City of Chanhassen's Engineering Standards
- Rational Method of Storm Sewer Design (Atlas 14, 10-year design)

# 4 Permits and Approvals

The following permits will likely be required to construct these proposed improvements:

- Riley Purgatory Bluff Creek Watershed District (RPBCWD) permits the neighborhood reconstruction streets.
- Stormwater Management and Erosion & Sediment Control Permit
- Minnesota Department of Health (MDH) for water main replacement.
- Minnesota Pollution Control Agency (MPCA) construction stormwater permit for street reconstruction.
- Carver County Right Of Way Permit

# 5 Proposed Improvements

## 5.1 Lake Susan Hills

### 5.1.1 Pavement

Based on the condition of the existing asphalt in conjunction to the geotechnical report, full-depth reclamation of the asphalt and existing aggregate base is recommended to maximize the life cycle of the road. Four inches of asphalt would be installed on the newly reclaimed surface per City standards. While mill and overlay was considered, the existing street conditions would not maintain structural integrity for a reasonable amount of time. An approximately 600 ft section of the south end of Lake Susan Hills Drive will be considered for full reconstruction due to the observed instability of the existing road surface.

### 5.1.2 Curb and Gutter

The curb and gutter in the cul-de-sacs at the ends of Dove Court and Drake Court are proposed to be fully replaced due to the extensive defects. Spot replacement and sawing and sealing existing cracks are proposed for the remainder of this area.

### 5.1.3 Sidewalks

Sidewalks with vertically offset joints due to settlement should be ground smooth to eliminate pedestrian obstacles. Cracked sidewalk and non-ADA compliant pedestrian ramps should be removed and replaced to conform to current standards. Existing sidewalk should be extended through residential driveways to comply with ADA standards for cross slope and to create a continuous pedestrian route.

### 5.1.4 Surface Drainage

Sump pump connections will be provided to property owners requesting a connection if feasible. A PVC drain tile will be installed adjacent to the curb and gutter from the sump pump discharge point to a storm water catch basin. Several reported and observed drainage issues will be addressed.

### 5.1.5 Sanitary Sewer

Review of the televising did not show any significant problems within the project area. Minor repairs of the system should be considered. The manhole castings will be reset with new rings and exterior seals to reduce groundwater infiltration.

### 5.1.6 Water Main

The ductile iron water main between Powers Boulevard and Rosewood Drive on Lake Susan Hills Drive is proposed to be replaced with 10-inch PVC water main. This utility improvement may prompt a full street reconstruction in this area. It is also proposed that all existing mild steel water main valve bolts be replaced with stainless steel to prevent corrosion and premature failure.

### 5.1.7 Storm Sewer

Vegetation is proposed to be cleared from stormwater outfalls to improve drainage to the existing ponds. Existing manhole and catch basin castings will be adjusted with newly constructed

adjustment rings. Several existing storm sewer manholes adjacent to stormwater ponds are to be replaced with sump manholes to collect sediment before discharging to the ponds.

## 5.2 Bluff Creek Estates

### 5.2.1 Pavement

Based on the condition of the existing asphalt in conjunction to the geotechnical report, full-depth reclamation of the asphalt and existing aggregate base is recommended to maximize the life cycle of the road. Four inches of asphalt would be installed on the newly reclaimed surface per City standards. While mill and overlay was considered, we find that this would not maintain structural integrity for a reasonable amount of time.

### 5.2.2 Curb and Gutter

Spot replacement and sawing and sealing are proposed for this area to address any defects and drainage issues in the existing curb and gutter. The curb and gutter in the cul-de-sac on Valley View Court is recommended to be fully replaced to improve drainage.

### 5.2.3 Sidewalks

The existing trail pedestrian street access should be removed and replaced to comply with ADA standards.

### 5.2.4 Surface Drainage

Sump pump connections will be provided to property owners requesting a connection if feasible. A PVC drain tile will be installed adjacent to the curb and gutter from the sump pump discharge point to a storm water catch basin. Several reported and observed drainage issues will be addressed. A potential hillside spring on Valley View Pl will be collected with drain tile to alleviate groundwater discharge onto the street.

### 5.2.5 Sanitary Sewer

Review of the televising did not show any significant problems within the project area. The manhole castings will be reset with new rings and seals to reduce groundwater infiltration

### 5.2.6 Water Main

It is proposed that all existing mild steel water main valve bolts be replaced with stainless steel to prevent corrosion and premature failure.

### 5.2.7 Storm Sewer

Vegetation is proposed to be cleared from stormwater outfalls to improve drainage to the existing ponds. Existing manhole and catch basin castings will be adjusted with newly constructed adjustment rings. Several existing storm sewer manholes adjacent to stormwater ponds are to be replaced with sump manholes to collect sediment before discharging to the ponds.

## 5.3 Chanhassen Estates

### 5.3.1 Pavement

Given the pavement age, condition, and existing asphalt and aggregate thicknesses, the proposed improvement is a 2-inch mill followed by a 2-inch SPWEA340B overlay. Small areas where the street is showing significant fatigue will require full depth asphalt replacement.

### 5.3.2 Curb and Gutter

Spot replacement and sawing and sealing are proposed for this area to address any defects and drainage issues in the existing curb and gutter.

### 5.3.3 Sidewalks

No sidewalks improvements are proposed in this area

### 5.3.4 Surface Drainage

Sump pump connections will be provided to property owners requesting a connection if feasible. A PVC drain tile will be installed adjacent to the curb and gutter from the sump pump discharge point to a storm water catch basin. Several reported and observed drainage issues will be addressed.

### 5.3.5 Sanitary Sewer

Review of the televising did not show any significant problems within the project area. There are two areas with cracks in the VCP that should be considered for repair. Repairs will consist of removing the existing cracked VCP sewer by open cut excavation and replacing it with PVC sewer. Roots in the VCP sanitary sewer will need to be removed to prevent potential disruptions to the function of the sewer. The manhole castings should be reset with new rings and seals to reduce groundwater infiltration.

### 5.3.6 Water Main

It is proposed that all existing mild steel water main valve bolts be replaced with stainless steel to prevent corrosion and premature failure.

### 5.3.7 Storm Sewer

Existing manhole and catch basin castings will be repaired and adjusted with newly constructed adjustment rings. One existing storm sewer manhole adjacent to a stormwater pond discharge is to be replaced with a sump manhole to collect sediment before discharging to the pond.

## 5.4 W 86th Street and Tigua Lane

### 5.4.1 Pavement

Based on the condition of the existing asphalt in conjunction to the geotechnical report, full-depth reclamation of the asphalt and existing aggregate base is recommended to maximize the life cycle of the road. Four inches of asphalt would be installed on the newly reclaimed surface per City standards. While mill and overlay was considered, we find that this would not maintain structural integrity for a reasonable amount of time.

### 5.4.2 Curb and Gutter

Spot replacement and sawing and sealing are proposed for this area to address any defects and drainage areas in the existing curb and gutter. Valley gutters through intersections are proposed to alleviate existing drainage issues. The intersection of W 86th Street and Mission Hills Lane is proposed to be elevated and implement valley gutters to improve drainage and vehicle rideability.

### 5.4.3 Sidewalks

The sidewalk on the south side of W 86th Street adjacent to the existing stormwater pond is proposed to be removed, stabilized, and replaced. This improvement will be coordinated with Riley Purgatory Bluff Creek watershed district. Sidewalks with vertically offset joints due to settlement should be ground smooth to eliminate pedestrian obstacles. Cracked sidewalk and non-ADA compliant pedestrian ramps should be removed and replaced to conform to current standards.

### 5.4.4 Surface Drainage

Minor surface drainage will be improved in the boulevard areas adjacent to the sidewalks.

### 5.4.5 Sanitary Sewer

Review of the televising did not show any significant problems within the project area. The manhole castings should be reset with new rings and exterior seals to reduce groundwater infiltration.

### 5.4.6 Water Main

It is proposed that all existing mild steel water main valve bolts be replaced with stainless steel to prevent corrosion and premature failure.

### 5.4.7 Storm Sewer

A sump structure is proposed on the south side of W 86th Street, west of Mission Hills Lane, to reduce sediment and pollutants entering the existing pond. Vegetation and sediment should be cleared from stormwater outfalls to improve drainage, and existing structure castings will be adjusted. Storm sewer manholes and catch basins will be repaired as necessary.

# 6 Implementation

## 6.1 Estimated Cost

The total estimated project cost of these improvements is $4,811,104. This includes $4,196,301 estimated construction costs with a 5% contingency and $614,803 of indirect costs. Indirect costs consist of engineering services, Geotechnical services, material testing and inspection. A detailed cost estimate is in the Appendix.

## 6.2 Benefits and Assessments

The City's Assessment Policy, adopted May 5, 2025, and current City Fee Schedule, adopted in July 2026, were used to determine assessment amounts for the proposed project.

All benefiting properties that are Type 1 as defined in the assessment policy are to be assessed at a flat rate. Per the estimated 2027 fee schedule properties will be assessed $3,050 for mill and overlay, and $5,300 for full depth reclamation.

Properties not fronting the project area that generate traffic benefiting from the improvements are proposed to be assessed $625 per Residential Equivalent Unit (REU). The REU assessments are calculated per the City's assessment policy of assessing 40% of the project cost to the benefiting properties then dividing that value by the total number of REU's. 1 REU is the equivalent of 10 trips per day. For Riley Crossing Senior Living, it was determined based on the occupancy and usage of the facility that 550 trips (55 REU's) is an equitable assessment.

A copy of the preliminary assessment roll is included in the letters to property owners located in the Appendix. The total estimated project assessments are $1,616,020. This represents approximately 34% of the total estimated project cost.

## 6.3 Proposed Funding

This project is proposed to be funded with a combination of assessments to benefiting properties and City funding, including Pavement Management Program (PMP), Surface Water, Sanitary Sewer, and Water Main funds. The total estimated assessments are $1,616,020 which is approximately 34% of the total project cost. The estimated City portion is $3,195,084 which is approximately 66% of the total project cost.

**Project Funding Allocation**

| Fund | Amount |
|---|---|
| PMP Fund | $3,576,871 |
| Surface Water Fund | $429,950 |
| Sanitary Sewer Fund | $160,231 |
| Water Main Fund | $644,052 |
| **TOTAL** | **$4,811,104** |

## 6.4 Easements

Existing right-of-way and easements appear to be adequate to construct the proposed improvements.

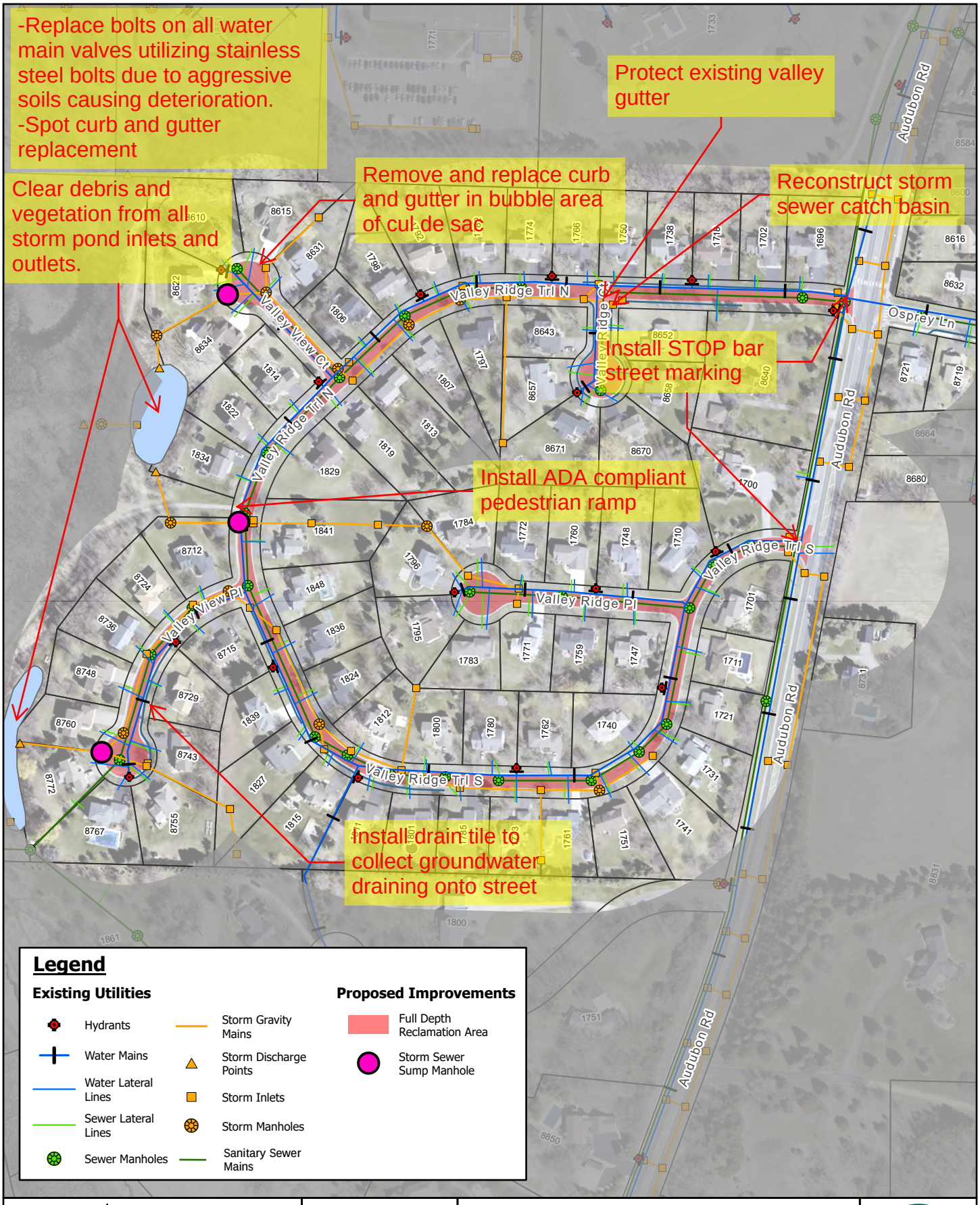
## 6.5 Project Schedule

A proposed project schedule is included in the Appendix. The schedule includes:

- September 28, 2026 - Accept Feasibility Report, Conduct Public Improvement Hearing, Order Plans and Specifications
- January of 2027 - Complete construction plans
- February 18, 2027 - Bid opening
- March 10, 2027 - Neighborhood meeting
- March 22, 2027 - Assessment hearing and award contract
- May 2027 - Begin construction
- October 30, 2027 - Substantial completion
- June 9, 2028 – Final completion

# Figures

Figure 1 – Bluff Creek Estates
Figure 2 – Chanhassen Estates
Figure 3 – Lake Susan Hills
Figure 4 – W 86th Street/Tigua Lane




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SEH

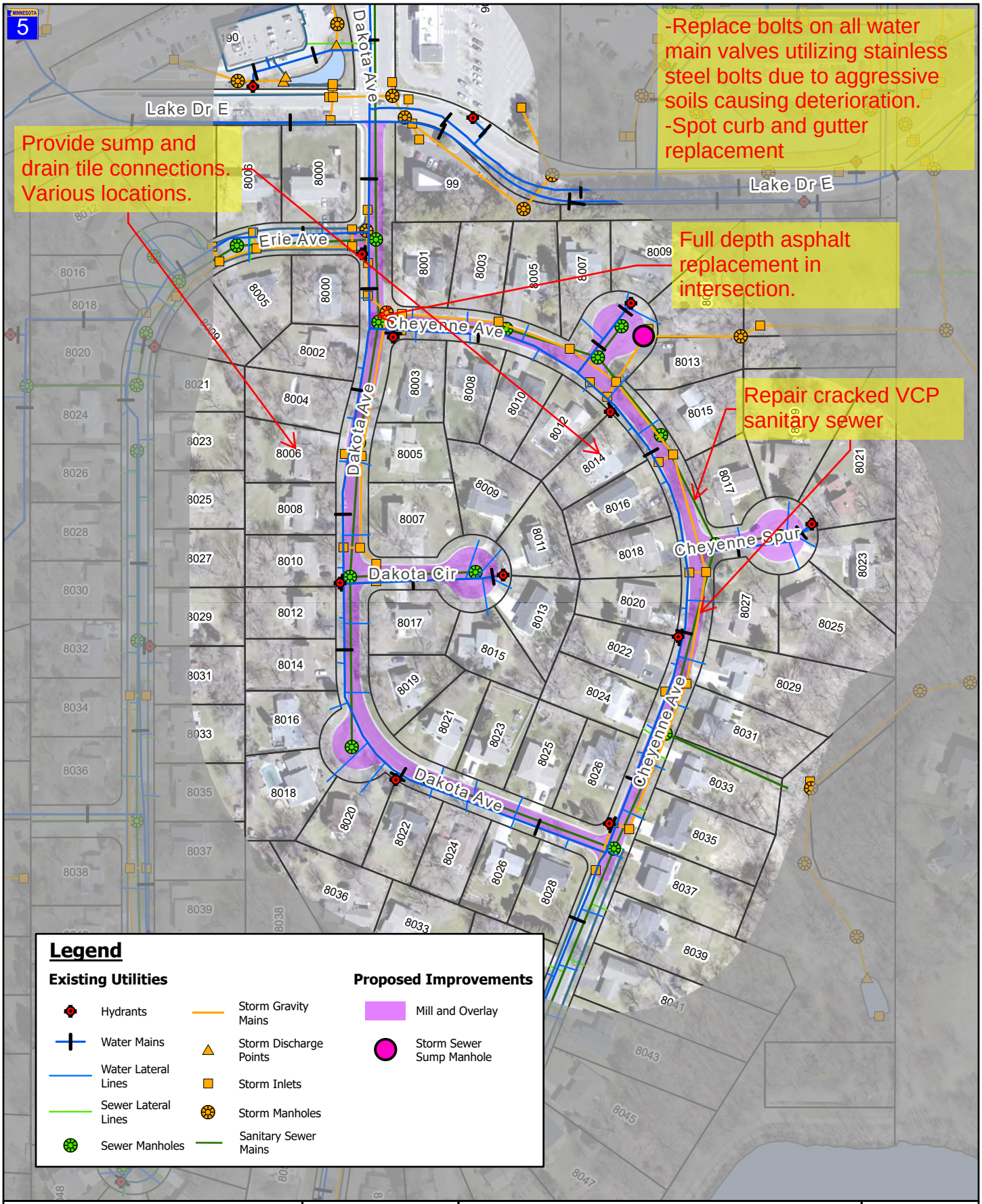
Project: CHANH191496
Print Date: 8/13/2026

Map by: tschwarz
Projection: NAD 1983 HARN Adj MN Carver (US Feet)
Source: Carver County, City of Chanhassen, & SEH Inc

# *Bluff Creek Estates*

## 2027 City Pavement Rehabilitation Project

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographi Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of thi map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.




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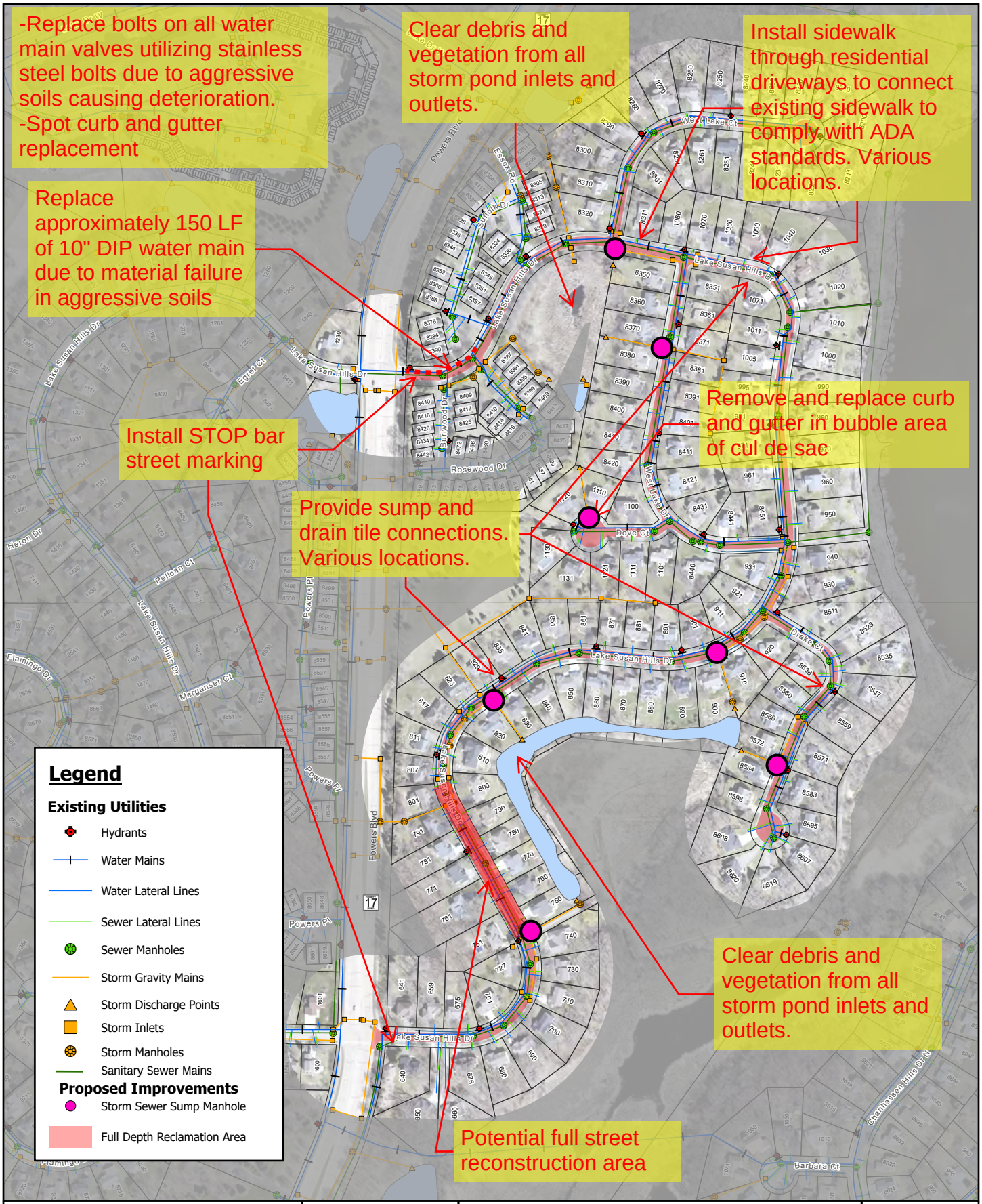
Project: CHANH191496
Print Date: 8/13/2026

Map by: tschwarz
Projection: NAD 1983 HARN Adj MN Carver (US Feet)
Source: Carver County, City of Chanhassen, & SEH Inc

# *Chanhassen Estates*

## 2027 City Pavement Rehabilitation Project

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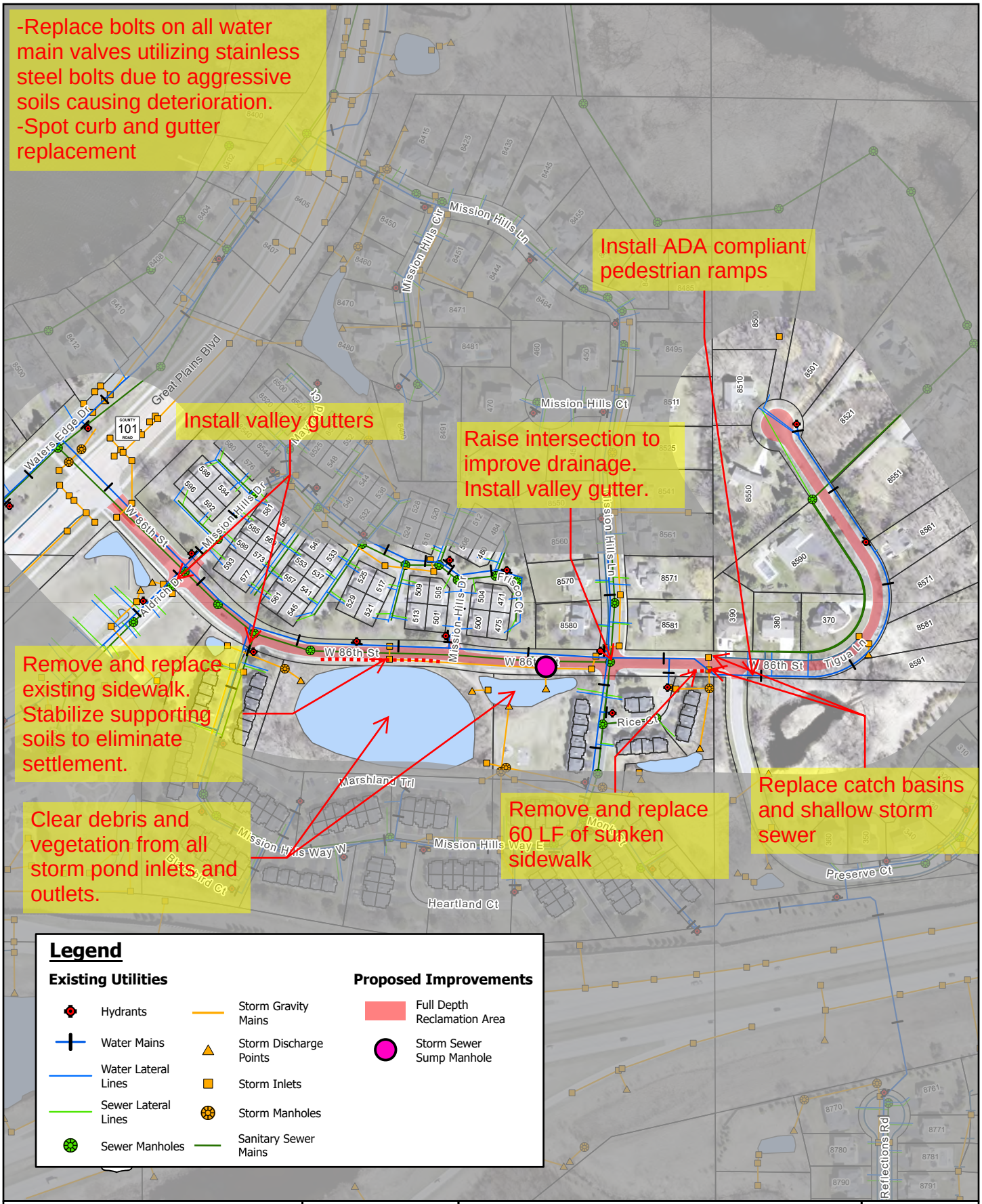
Project: CHANH191496
Print Date: 8/13/2026

Map by: tschwarz
Projection: NAD 1983 HARN Adj MN Carver (US Feet)
Source: Carver County, City of Chanhassen, & SEH Inc

# *Lake Susan Hills*

2027 City Pavement Rehabilitation Project

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0 150 300 Feet

Project: CHANH191496
Print Date: 8/13/2026

Map by: tschwarz
Projection: NAD 1983 HARN Adj MN Carver (US Feet)
Source: Carver County, City of Chanhassen, & SEH Inc

# *W 86th - Tigua Ln*

2027 City Pavement Rehabilitation Project

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# Appendix A

Cost Estimates

**27-01 CITY PAVEMENT REHABILITATION PROJECT**

**PRELIMINARY ESTIMATE**

**9.28.26**

| ITEM NO | ITEM | UNIT | UNIT PRICE | TOTAL | |
|---|---|---|---|---|---|
| | | | | EST. QTY | EST. COST |
| **STREET** | | | | | |
| 1 | MOBILIZATION | LS | $190,000.00 | 1.0 | $190,000 |
| 2 | REMOVE CURB & GUTTER (INCL. SAW CUT) | LF | $9.00 | 9,016.7 | $81,150 |
| 3 | REMOVE CONCRETE WALK | SY | $7.00 | 1,363.0 | $9,541 |
| 4 | REMOVE BITUMINOUS DRIVEWAY/TRAIL PAVEMENT | SY | $11.00 | 415.0 | $4,565 |
| 5 | STREET SWEEPING (WITH PICKUP BROOM) | HR | $200.00 | 160.0 | $32,000 |
| 6 | COMMON EXCAVATION (EV)(P) | CY | $28.00 | 5,410.0 | $151,480 |
| 7 | SUBGRADE EXCAVATION (EV) | CY | $30.00 | 1,000.0 | $30,000 |
| 8 | COMMON EXCAVATION (EV) SIDEWALK | CY | $35.00 | 200.0 | $7,000 |
| 9 | SELECT GRANULAR EMBANKMENT (CV) | CY | $30.00 | 1,000.0 | $30,000 |
| 10 | COMMON BORROW | CY | $30.00 | 150.0 | $4,500 |
| 11 | AGGREGATE BASE, CLASS 5 (CV) | CY | $45.00 | 885.0 | $39,825 |
| 12 | ROCK STABILIZATION (3" MINUS) | TON | $50.00 | 130.0 | $6,500 |
| 13 | FULL DEPTH RECLAMATION (P) | SY | $3.50 | 48,522.0 | $169,827 |
| 14 | MILL BITUMINOUS SURFACE (2.0") | SY | $3.00 | 10,580.0 | $31,740 |
| 15 | CONCRETE GRINDING | EACH | $250.00 | 22.0 | $5,500 |
| 16 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | $4.00 | 4,445.1 | $17,780 |
| 17 | TYPE SP 9.5 WEARING COURSE (3,C)(DRIVEWAYS) | TON | $225.00 | 135.6 | $30,510 |
| 18 | TYPE SP 9.5 WEARING COURSE (3,C) | TON | $100.00 | 7,568.0 | $756,800 |
| 19 | TYPE SP 12.5 NON-WEAR COURSE MIX (3,C) | TON | $95.00 | 6,374.5 | $605,578 |
| 20 | SAW & SEAL EXISTING CURB AND GUTTER | EACH | $100.00 | 205.0 | $20,500 |
| 21 | 6" CONCRETE WALK | SF | $13.00 | 8,553.0 | $111,189 |
| 22 | 6" CONCRETE WALK OR DRIVEWAY | SF | $14.00 | 4,073.0 | $57,022 |
| 23 | 8" CONCRETE VALLEY GUTTER | SY | $125.00 | 200.0 | $25,000 |
| 24 | CONCRETE CURB & GUTTER DESIGN B618 | LF | $40.00 | 2,599.3 | $103,972 |
| 25 | CONCRETE CURB & GUTTER SURMOUNTABLE | LF | $40.00 | 6,417.4 | $256,696 |
| 26 | TRUNCATED DOMES | SF | $70.00 | 150.0 | $10,500 |
| 27 | TRAFFIC CONTROL | LS | $50,000.00 | 1.0 | $50,000 |

| | | | | | |
|---|---|---|---|---|---|
| 28 | STORM DRAIN INLET PROTECTION | EA | $225.00 | 118.0 | $26,550 |
| 29 | SILT FENCE | LF | $4.00 | 1,070.0 | $4,280 |
| 30 | COMMON TOPSOIL BORROW | CY | $60.00 | 270.0 | $16,200 |
| 31 | LANDSCAPE RESTORATION | ALLOWANCE | $20,000.00 | 1.0 | $20,000 |
| 32 | IRRIGATION AND PET CONTAINMENT SYSTEM REPAIRS | ALLOWANCE | $20,000.00 | 1.0 | $20,000 |
| 33 | SIGN PANEL | SF | $65.00 | 100.0 | $6,500 |
| 34 | INSTALL SALVAGE STREET SIGN | EA | $200.00 | 20.0 | $4,000 |
| 35 | INSTALL SIGN PANEL | EA | $100.00 | 20.0 | $2,000 |
| 36 | 4" SOLID LINE MULTI COMP (GROUND IN) | LF | $6.00 | 130.0 | $780 |
| 37 | CROSSWALK MULTI COMP (GROUND IN) | SF | $20.00 | 360.0 | $7,200 |
| 38 | 12" STOP BARS MULTI COMP (GROUND IN) | LF | $20.00 | 60.0 | $1,200 |
| 39 | SLOPE STABILIZATION EROSION BLANKET | SY | $6.00 | 550.0 | $3,300 |
| 40 | SEED 25-141 WITH HYDRAULIC MATRIX MULCH | SY | $3.00 | 339.7 | $1,019 |
| 41 | SODDING TYPE LAWN | SY | $14.00 | 1,358.8 | $19,023 |
| | | **SUBTOTAL** | | | **$2,971,227** |
| **SURFACE WATER** | | | | | |
| 42 | CLEARING | ACRE | $10,000.00 | 0.2 | $2,200 |
| 43 | GRUBBING | ACRE | $10,000.00 | 0.2 | $2,200 |
| 44 | TREE CLEARING | EA | $500.00 | 20.0 | $10,000 |
| 45 | TREE GRUBBING | EA | $200.00 | 20.0 | $4,000 |
| 46 | REMOVE MANHOLE OR CATCH BASIN | EA | $1,000.00 | 12.0 | $12,000 |
| 47 | SALVAGE CASTING | EA | $200.00 | 12.0 | $2,400 |
| 48 | REMOVE PIPE SEWER (STORM) | LF | $20.00 | 160.0 | $3,200 |
| 49 | EXCAVATION-COMMON (FOR BMP) (EV) | CY | $80.00 | 150.0 | $12,000 |
| 50 | REMOVE AND DISPOSE FES SEDIMENT DELTA (EV) | CY | $50.00 | 140.0 | $7,000 |
| 51 | CONNECT TO EXISTING STORM SEWER | EA | $2,500.00 | 6.0 | $15,000 |
| 52 | 4" PVC NON-PERFORATED | LF | $35.00 | 800.0 | $28,000 |
| 53 | 4" PVC PERFORATED | LF | $35.00 | 550.0 | $19,250 |
| 54 | 12" RC PIPE SEWER CLASS V | LF | $80.00 | 170.0 | $13,600 |
| 55 | INSTALL CASTING | EA | $1,500.00 | 12.0 | $18,000 |
| 56 | ADJUST FRAME & RING CASTING | EA | $700.00 | 54.0 | $37,800 |
| 57 | CONST STORM MH WITH 4 FT SUMP | EA | $10,000.00 | 12.0 | $120,000 |
| 58 | RECONSTRUCT MH | EA | $3,000.00 | 6.0 | $18,000 |
| 59 | RECONSTRUCT CATCH BASIN | EA | $1,500.00 | 11.0 | $16,500 |

| | | | | | |
|---|---|---|---|---|---|
| 60 | 2X3 CATCH BASIN | EA | $4,000.00 | 4.0 | $16,000 |
| | | **SUBTOTAL** | | | **$357,150** |
| **SANITARY SEWER** | | | | | |
| 61 | ADJUST FRAME & RING CASTING | EA | $700.00 | 93.0 | $65,100 |
| 62 | RECONSTRUCT MH | EA | $3,000.00 | 6.0 | $18,000 |
| 63 | MINOR STRUCTURE REPAIR (SANITARY) | EA | $500.00 | 4.0 | $2,000 |
| 64 | 8" VCP SPOT REPAIR | LF | $130.00 | 200.0 | $26,000 |
| 65 | SEWER MAIN TREE ROOT AND DEBRIS REMOVAL | LF | $10.00 | 1,200.0 | $12,000 |
| 66 | REPLACE CITY SUPPLIED SANITARY MH LIDS | EA | $100.00 | 100.0 | $10,000 |
| | | **SUBTOTAL** | | | **$133,100** |
| **WATER MAIN** | | | | | |
| 67 | REMOVE WATER MAIN PIPE | LF | $30.00 | 200.0 | $6,000 |
| 68 | REPLACE WATER MAIN VALVE BOLTS | EA | $5,000.00 | 97.0 | $485,000 |
| 69 | CONNECT TO EXISTING WATER MAIN | EA | $4,000.00 | 3.0 | $12,000 |
| 70 | ADJUST CURB BOX | EA | $350.00 | 9.0 | $3,150 |
| 71 | 6" WATERMAIN | LF | $100.00 | 5.0 | $500 |
| 72 | 10" WATERMAIN | LF | $130.00 | 195.0 | $25,350 |
| 73 | DUCTILE IRON FITTINGS | LB | $15.00 | 200.0 | $3,000 |
| | | **SUBTOTAL** | | | **$535,000** |

| | |
|---|---|
| **PMP FUND** | **$2,971,227** |
| **SURFACE WATER FUND** | **$357,150** |
| **SANITARY SEWER FUND** | **$133,100** |
| **WATER MAIN FUND** | **$535,000** |

| | |
|---|---|
| **EST. CONSTRUCTION COST** | **$3,996,477** |
| **5% CONTINGENCY** | **$199,824** |
| **TOTAL EST CONST. COST** | **$4,196,301** |
| **INDIRECT COSTS** | **$614,803** |
| **TOTAL PROJECT COST** | **$4,811,104** |

# Appendix B

Photos




**Photo 1** Lake Susan Hills Area – Failing Street Surface



**Photo 2** Lake Susan Hills Area – Non-Compliant ADA Sidewalk Ramps



**Photo 3** Bluff Creek Estates Area – Street Surface Cracking



**Photo 4** Chanhassen Estates Area – Street Surface Cracking



**Photo 5** W 86th Street and Tigua Lane Area – Street Surface Cracking



**Photo 6** W 86th Street and Tigua Lane Area – Sidewalk Failure along W 86th Street

# Appendix C

Preliminary Assessment Information

C-1 – Assessment Rates
C-2 – Draft Assessment Roll

**ASSESSMENT RATES**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN, MINNESOTA**
**CITY PROJECT NO. 27-01**
**SEH NO. CHANH 191496**
**SEPTEMBER 28, 2026**

| Item | Flat 2026 Assessment Rate* | Estimated Flat 2027 Assessment Rate* |
|---|---|---|
| Mill & Overlay | $2,940 per Unit (Each) | $3,050 per Unit (Each) |
| Full Depth Reclamation & Overlay | $5,150 per Unit (Each) | $5,300 per Unit (Each) |
| Reclaim & Overlay (Assessable Trips) | $625 per Unit (REU) | $625 per Unit (REU) |

*Final Flat Assessment Rate amounts to be established as part of City Council adoption of 2027 Fee Schedule.

**ASSESSMENT ROLL**
**TOTAL PROJECT**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 251270060 | TRUST AGREEMENT OF GARY & JOYCE THEIS | 1696 VALLEY RIDGE TRL N | 1696 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270050 | CRAIG S & WENDY L O'CONNOR | 1702 VALLEY RIDGE TRL N | 1702 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270040 | MOLLY BERLINGER | 1718 VALLEY RIDGE TRL N | 1718 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270030 | HOA LE CA | 1738 VALLEY RIDGE TRL N | 1738 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270020 | SCOTT SCOBY | 1750 VALLEY RIDGE TRL N | 1750 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270010 | JAMES D CARLSON | 1766 VALLEY RIDGE TRL N | 1766 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290130 | KRISTOPHER E & MINDI L H DAHL | 1774 VALLEY RIDGE TRL N | 1774 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290120 | JEFFREY J STEBBINS | 1782 VALLEY RIDGE TRL N | 1782 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290110 | MARK A & NANCIANN S OLSON | 1792 VALLEY RIDGE TRL N | 1792 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290100 | KEVIN MEYER | 1798 VALLEY RIDGE TRL N | 1798 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290090 | JOEL K & KERI L JOHNSON | 1806 VALLEY RIDGE TRL N | 1806 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290080 | KENNETH A & MARCIA S STRAND | 8631 VALLEY VIEW CT | 8631 VALLEY VIEW CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290070 | DEBRA L LUDFORD TR | 8615 VALLEY VIEW CT | 8615 VALLEY VIEW CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290060 | TODD M & JONI J NELSON | 224 W OAK LOOP | 8610 VALLEY VIEW CT | CEDAR CREEK | TX | 78612 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290050 | ERIC J NOYES REV TRUST | 8622 VALLEY VIEW CT | 8622 VALLEY VIEW CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290040 | DAVID DETERS | 8634 VALLEY VIEW CT | 8634 VALLEY VIEW CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290030 | ROMAN ZAHARENKAU | 1814 VALLEY RIDGE TRL N | 1814 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290020 | LYNDELL F & MARY F FREY | 12960 ORIAGO ST N | 1822 VALLEY RIDGE TRL N | VENICE | FL | 34293 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290010 | PHILIP J WILLIAMS | 1834 VALLEY RIDGE TRL N | 1834 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250210 | CHANHASSEN CITY | PO BOX 147 | PO BOX 147 | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280010 | ALEX JOHNSON | 8712 VALLEY VIEW PL | 8712 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280020 | STEPHEN B & SANDRA L MEYER | 8724 VALLEY VIEW PL | 8724 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280030 | JASON LAINE | 8736 VALLEY VIEW PL | 8736 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280040 | NANCY A GOMEZ REV TRUST | 8748 VALLEY VIEW PL | 8748 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280050 | ERIC D STURGIS | 8760 VALLEY VIEW PL | 8760 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280060 | PETER RUDART | 8772 VALLEY VIEW PL | 8772 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280070 | PHILIP D & MARGARET STANDAFER | 8767 VALLEY VIEW PL | 8767 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280080 | NICHOLAS R FRIANT | 8755 VALLEY VIEW PL | 8755 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280090 | KERBER PAMELA K & TRUSTEE OF TRUST | 8743 VALLEY VIEW PL | 8743 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280100 | ALEXANDER W TIBBETTS | 8729 VALLEY VIEW PL | 8729 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280110 | KRIS E LINDQUIST | 8715 VALLEY VIEW PL | 8715 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280120 | UNKNOWN KARRTHIK VENU | 3657 46TH AVE NW | 1839 VALLEY RIDGE TRL S | ROCHESTER | MN | 55901 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280130 | MARK & LAURA THORNE | 1827 VALLEY RIDGE TRL S | 1827 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280140 | ALEXANDER GARIBALDI | 1815 VALLEY RIDGE TRL S | 1815 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280150 | ETHAN EUTENEUER | 1811 VALLEY RIDGE TRL S | 1811 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280160 | PATRICK L & SHARON M ARBOGAST | 1801 VALLEY RIDGE TRL S | 1801 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280170 | ADAM ETTESTAD | 1785 VALLEY RIDGE TRL S | 1785 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250200 | DANIEL J O'CONNELL | 1773 VALLEY RIDGE TRL S | 1773 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250190 | DEBORAH A THOMAS O MAU HUM | 1761 VALLEY RIDGE TRL S | 1761 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250180 | JACK R & DEBRA J TRONES BECKER | 1751 VALLEY RIDGE TRL S | 1751 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250170 | THOMAS A & SUSAN A KODET | 1741 VALLEY RIDGE TRL S | 1741 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250160 | CARL M JR & KIM A ILIFF | 1731 VALLEY RIDGE TRL S | 1731 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250150 | RICHARD RUSSELL HOGLUND | 1721 VALLEY RIDGE TRL S | 1721 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250140 | MOLLY PHILLIPPE | 1711 VALLEY RIDGE TRL S | 1711 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250130 | JEFFREY & KRISTI STRANG JT REV TR | 1701 VALLEY RIDGE TRL S | 1701 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250010 | ANTHONY D & PAMELA R STRAND | 8640 AUDUBON RD | 8640 AUDUBON RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270070 | STEPHEN JOBE | 8652 VALLEY RIDGE CT | 8652 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270080 | HARSHITA SHYAM | 8658 VALLEY RIDGE CT | 8658 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270090 | CRAIG H & HOLLY L MELL | 8670 VALLEY RIDGE CT | 8670 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270100 | THOR C & LYNN M HEIMDAHL | 8671 VALLEY RIDGE CT | 8671 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270110 | LAWRENCE P & HOLLY WHITE | 8657 VALLEY RIDGE CT | 8657 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270120 | JEFFREY L & JENNIFER T BENKE | 8643 VALLEY RIDGE CT | 8643 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290140 | FANG WANG | 1797 VALLEY RIDGE TRL N | 1797 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290150 | NICHOLAS JAMES OLSON | 1807 VALLEY RIDGE TRL N | 1807 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290160 | MICHAEL J & MARY M YAZCEC | 1813 VALLEY RIDGE TRL N | 1813 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290170 | JAYNEE ROGERS | 1819 VALLEY RIDGE TRL N | 1819 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290180 | EMILY SOUVANNALATH | 7201 JUNIPER AVE | 1829 VALLEY RIDGE TRL N | EXCELSIOR | MN | 55331 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280180 | JUSTIN ANDERSON | 1841 VALLEY RIDGE TRL S | 1841 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280190 | JAIME L CORI WALLIS STERBENZ | 1848 VALLEY RIDGE TRL S | 1848 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280200 | AUSTIN TIMM | 1836 VALLEY RIDGE TRL S | 1836 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |

ASSESSMENT ROLL
TOTAL PROJECT
2027 CITY PAVEMENT REHABILITATION PROJECT
CHANHASSEN MINNESOTA

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 251280210 | TIMOTHY J & MELISSA C MCNEILL | 1824 VALLEY RIDGE TRL S | 1824 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280220 | TIMOTHY & BRENDA MOORE | 1812 VALLEY RIDGE TRL S | 1812 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280230 | DAVID M KEENAN TRUST | 1800 VALLEY RIDGE TRL S | 1800 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250120 | JEFFREY T & JUANITA M SCRIBNER | 1780 VALLEY RIDGE TRL S | 1780 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250110 | GREGORY D & SUSAN I PROVO | 1762 VALLEY RIDGE TRL S | 1762 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250100 | JEFFREY L CHRAST | 1740 VALLEY RIDGE TRL S | 1740 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250090 | BRIAN JAMES HANSEN | 1747 VALLEY RIDGE PL | 1747 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250080 | MARIT GREEN | 1759 VALLEY RIDGE PL | 1759 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250070 | WILLIAM M & LAURI J WEISMAN | 1771 VALLEY RIDGE PL | 1771 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251260040 | DONALD & JENNIFER HARMS | 1783 VALLEY RIDGE PL | 1783 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251260030 | GATES LIVING TRUST | 1795 VALLEY RIDGE PL | 1795 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251260020 | RAMESH KRISHNARAJ | 1796 VALLEY RIDGE PL | 1796 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251260010 | JEFFREY M HENRICHSEN | 1784 VALLEY RIDGE PL | 1784 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250060 | MATTHEW D THOMAS | 1772 VALLEY RIDGE PL | 1772 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250050 | JOHNSON FAMILY WEALTH TRUST THE | 1760 VALLEY RIDGE PL | 1760 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250040 | GEANELLA OCHOA VELOZ | 1748 VALLEY RIDGE PL | 1748 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250030 | BROOKE LAUER | 1710 VALLEY RIDGE TRL S | 1710 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250020 | LAWRENCE G & VALERIE M BURKE | 12204 SIESTA DR FORT | 1700 VALLEY RIDGE TRL S | MYERS BEACH | FL | 33931 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 256440130 | PRAIRIE CREEK TOWNHOUSE ASSN | 8305 ESSEX RD | 8305 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 256440090 | MICHAEL R SEIFERT TR | 8390 SUFFOLK DR | 8390 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440080 | ZACHARY S OLSON | 8384 SUFFOLK DR | 8384 SUFFOLK DR | CHANHASSEN | MN | 55137 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440070 | ALVIN JAY & JOYCE C SCHREUR | 8376 SUFFOLK DR | 8376 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440060 | RICHARD C & LISA N HART | 8368 SUFFOLK DR | 8368 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440050 | MARK O SENN | 8360 SUFFOLK DR | 8360 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440040 | DAVID & PATRICIA JAROS | 8352 SUFFOLK DR | 8352 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440030 | LINDA M TOSO | 8344 SUFFOLK DR | 8344 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440020 | JOHN MICHAEL KNEWITZ | 8336 SUFFOLK DR | 8336 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440010 | JAMES L CRABBE | 8328 SUFFOLK DR | 8328 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440120 | DONNA SOLBERG | 8357 SUFFOLK DR | 8357 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440110 | LEON J SPRENGER | 8351 SUFFOLK DR | 8351 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440100 | JEAN ANN BRENNAN | 3052 WOODLARK LN | 8345 SUFFOLK DR | SAINT PAUL | MN | 55121 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430130 | PRAIRIE CREEK TOWNHOUSE ASSN | 8305 ESSEX RD | 8305 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 256430080 | MICHAEL JAMES ROBBINS | 8330 ESSEX RD | 8330 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430070 | MARTIN RATHJEN | 8324 ESSEX RD | 8324 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430060 | HANDKE FAMILY TRUST | 8320 SUFFOLK DR | 8320 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430050 | KLOCKE IRREVOCABLE TRUST | 8312 SUFFOLK DR | 8312 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430040 | GWEN L KUHRT REV TRUST | 8304 SUFFOLK DR | 8304 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430010 | PAUL A LEIKAM | 8283 ESSEX RD | 8283 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430020 | PHILLIP H KITCHEN | 8291 ESSEX RD | 8291 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430030 | BRADLEY C & MARY L JOHNSON JT REV TRUST | 8299 ESSEX RD | 8299 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430090 | THOMAS JOEL CUMMINGS | 8305 ESSEX RD | 8305 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430100 | PATRICK DEVINE | 8313 ESSEX RD | 8313 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430110 | BEVERLY H SEVERSON | 8321 ESSEX RD | 8321 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430120 | STEVE W MATHESON | 8329 ESSEX RD | 8329 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254060570 | TAMMY LEHNER | 8320 W LAKE CT | 8320 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060580 | PAUL A & DARLENE R RYAN | 8310 W LAKE CT | 8310 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060590 | ERIK D ANDERSON | 8300 W LAKE CT | 8300 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060600 | ANDREW K & CHERYL A OLSON | 8290 W LAKE CT | 8290 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060610 | MARK V JORGENSEN | 625 STEWART DR | 8280 WEST LAKE CT | ABERDEEN | SD | 57401 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060620 | GARY R & LAURIE J KASSEN | 8270 W LAKE CT | 8270 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060630 | STEVEN TURNER | 8260 W LAKE CT | 8260 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060640 | MARGARET PIXLEY | 8250 W LAKE CT | 8250 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060650 | STEPHEN D & BARBARA L BROWN | 8240 W LAKE CT | 8240 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060660 | COREY ROBERT ROBIDEAU | 8230 WEST LAKE CT | 8230 WEST LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060670 | BRIAN & LISA KEENAN | 8220 W LAKE CT | 8220 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060680 | CHERI GROTHAUS | 8210 W LAKE CT | 8210 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060690 | KARI S DAVIS TRUST | 8200 W LAKE CT | 8200 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060700 | THOMAS L & TINA M SHEAR | 8211 W LAKE CT | 8211 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060710 | JASON M SIMON | 8221 W LAKE CT | 8221 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060720 | THOMAS MATTSON SEATON | 8231 W LAKE CT | 8231 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |

**ASSESSMENT ROLL**
**TOTAL PROJECT**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 254060730 | KATHERINE M JAMES W DUFFEY O'SULLIVAN | 8241 W LAKE CT | 8241 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060740 | MATTHEW THORNTON | 8251 W LAKE CT | 8251 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060750 | NICHOLAS P KLEINWACHTER | 8261 W LAKE CT | 8261 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060760 | DAN TILLEMANS | 8281 W LAKE CT | 8281 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060770 | THE PELUSO-REAL FAMILY TRUST | 8301 W LAKE CT | 8301 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060780 | RONALD G & ANN M KLOEMPKEN | 8311 W LAKE CT | 8311 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060790 | CHAD ARLT | 1080 LAKE SUSAN HILLS DR | 1080 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060800 | ELIZABETH F ADAMS | 1070 LAKE SUSAN HILLS DR | 1070 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060810 | KEVIN KOZA | 1060 LAKE SUSAN HILLS DR | 1060 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060820 | RUSSELL D & NANCY A BIRCH | 1050 LAKE SUSAN HILLS DR | 1050 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060830 | MYLAN W & SHEILA I ALLRICH | 1040 LAKE SUSAN HILLS DR | 1040 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060840 | RICHARD LEE ANDERSON | 1030 LAKE SUSAN HILLS DR | 1030 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060850 | MICHAEL JAMES WINTERS | 1020 LAKE SUSAN HILLS DR | 1020 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060860 | PLASYNSKI PARTY FUND REV TRUST | 1010 LAKE SUSAN HILLS DR | 1010 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960090 | VERONICA PERTTU | 1000 LAKE SUSAN HILLS DR | 1000 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960100 | RYAN BRITT | 990 LAKE SUSAN HILLS DR | 990 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960110 | MARK W & LEANN R STEINER | 980 LAKE SUSAN HILLS DR | 980 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960120 | THOMAS L SUSAN C PIERCE-HOFFA HOFFA | 970 LAKE SUSAN HILLS DR | 970 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960130 | WARREN EDWARD MITCHELL | 960 LAKE SUSAN HILLS DR | 960 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960140 | ANDREA S BRECKNER | 950 LAKE SUSAN HILLS DR | 950 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960150 | SANAK REVOCABLE TRUST | 940 LAKE SUSAN HILLS DR | 940 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960160 | SUSAN A SAMPSON REV TRUST | 930 LAKE SUSAN HILLS DR | 930 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960170 | MARK W & JILL M LOWDER | 8511 DRAKE CT | 8511 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960180 | KATIE J TUCKER | 8523 DRAKE CT | 8523 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960190 | CONSTANCE JENNIFER DANKLE | 8535 DRAKE CT | 8535 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960200 | MARY A SEVERSON INTERVIVOS REV TRUST | 8547 DRAKE CT | 8547 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960210 | MYRON MOSER REVOCABLE TRUST | 8559 DRAKE CT | 8559 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960220 | THOMAS MICHAEL BADER | 8571 DRAKE CT | 8571 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960230 | BRIAN AND JENNIFER NASLUND REV TR | 8583 DRAKE CT | 8583 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960240 | MCKAY LIV TR | 8595 DRAKE CT | 8595 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960250 | MAREN ANGELA HART REV TR | 8607 DRAKE CT | 8607 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960260 | JAMES P WEBER | 8619 DRAKE CT | 8619 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960270 | MICHAEL J & KELLY A TURGEON | 8620 DRAKE CT | 8620 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960280 | PATRICK C & MARLYN S CAIN | 8608 DRAKE CT | 8608 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960290 | LAURA ANN O'HALLORAN HELMER | 8596 DRAKE CT | 8596 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960300 | COREY J & JANEEN M N WALTHER | 8584 DRAKE CT | 8584 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960310 | PATRIN FAMILY REVOCABLE TRUST | 8572 DRAKE CT | 8572 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960320 | JULIE D MATTSON REVOCABLE TRUST | 8566 DRAKE CT | 8566 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960330 | ANDREW & ANITA BRONSON | 8560 DRAKE CT | 8560 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960340 | MEGAN R LARKINS | 8536 DRAKE CT | 8536 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960350 | TERRENCE P MCGINLEY | 920 LAKE SUSAN HILLS DR | 920 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960360 | TIMOTHY L & STACEY L N NICHOLS | 910 LAKE SUSAN HILLS DR | 910 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960370 | JOSEPH W PERKL | 900 LAKE SUSAN HILLS DR | 900 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960380 | WILLIAM AND JUDITH MONN REV TR | 890 LAKE SUSAN HILLS DR | 890 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960390 | RICHARD SHELL | 880 LAKE SUSAN HILLS DR | 880 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960400 | MARK N ARRINGTON REV TRUST | 870 LAKE SUSAN HILLS DR | 870 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960410 | KATHRYN ENGLER | 860 LAKE SUSAN HILLS DR | 860 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960420 | KELLY E WOODS | 850 LAKE SUSAN HILLS DR | 850 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960430 | STEVEN JOHN PROPP | 840 LAKE SUSAN HILLS DR | 840 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960440 | CARTER DELMONT BEBENSEE REV TRUST | 830 LAKE SUSAN HILLS DR | 830 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960450 | WARREN TYNER | 820 LAKE SUSAN HILLS DR | 820 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960460 | ALISSA MARIE REVAK | 810 LAKE SUSAN HILLS DR | 810 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960470 | MARK KAPLAN | 800 LAKE SUSAN HILLS DR | 800 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960480 | KEVIN T MANTON | 790 LAKE SUSAN HILLS DR | 790 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960490 | MARVEN EWEN | 780 LAKE SUSAN HILLS DR | 780 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960500 | MEGAN VOSS | 770 LAKE SUSAN HILLS DR | 770 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960510 | PENNY MILLER | 760 LAKE SUSAN HILLS DR | 760 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960520 | CHRISTOPHER W CHRISTIANSEN | 750 LAKE SUSAN HILLS DR | 750 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960910 | CHANHASSEN CITY | PO BOX 147 | | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960530 | KEVIN R BECKER | 740 LAKE SUSAN HILLS DR | 740 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |

ASSESSMENT ROLL
TOTAL PROJECT
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CHANHASSEN MINNESOTA

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 253960540 | MARK W & JULIE K TAINTOR | 730 LAKE SUSAN HILLS DR | 730 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960550 | JOSEPH P & DEBRA A LOCHNER | 710 LAKE SUSAN HILLS DR | 710 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960560 | ALAN R & BARBARA JOHNSON | 700 LAKE SUSAN HILLS DR | 700 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960570 | ADAM C EWALD | 690 LAKE SUSAN HILLS DR | 690 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960580 | JOHN BRADLEY LAWSON | 680 LAKE SUSAN HILLS DR | 680 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960590 | THE MARTEL REVOCABLE LIVING TRUST | 676 LAKE SUSAN HILLS DR | 676 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960600 | STEVEN M NOTCH | 660 LAKE SUSAN HILLS DR | 660 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960610 | JON & SARAH A BAKER | 650 LAKE SUSAN HILLS DR | 650 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960620 | CHRISTOPHER STEWART | 640 LAKE SUSAN HILLS DR | 640 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960900 | ELENA MARIE LOCKWOOD | 641 LAKE SUSAN HILLS DR | 641 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960890 | BRETT A & ANA ADAMS | 659 LAKE SUSAN HILLS DR | 659 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960880 | JOHN D & DENISE A BECKER | 675 LAKE SUSAN HILLS DR | 675 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960870 | DARREN ANDERSON | 701 LAKE SUSAN HILLS DR | 701 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960860 | TAYLOR B AUSTIN | 727 LAKE SUSAN HILLS DR | 727 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960850 | MICHAEL & SUZANNE MILACNIK | 751 LAKE SUSAN HILLS DR | 751 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960840 | E J CERCHIA TRUST | 761 LAKE SUSAN HILLS DR | 761 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960830 | TERRANCE L & KERI A BUISMAN | 771 LAKE SUSAN HILLS DR | 771 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960820 | DANIEL M & LORI K SCHMIDT | 781 LAKE SUSAN HILLS DR | 781 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960810 | DOREEN C BECKMAN | 791 LAKE SUSAN HILLS DR | 791 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960800 | JAMES A EMERSON | 801 LAKE SUSAN HILLS DR | 801 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960790 | JAMIE SEGNER | 807 LAKE SUSAN HILLS DR | 807 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960780 | ANDREA BETH LARSON | 811 LAKE SUSAN HILLS DR | 811 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960770 | CORY WEAVER | 817 LAKE SUSAN HILLS DR | 817 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960760 | GEORGE T REISDORF | 823 LAKE SUSAN HILLS DR | 823 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960750 | ALAN R & MARY C SELF | 829 LAKE SUSAN HILLS DR | 829 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960740 | PATRICK J & CHERYL H FISCHER | 835 LAKE SUSAN HILLS DR | 835 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960730 | GARY BORKOWSKI | 841 LAKE SUSAN HILLS DR | 841 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960720 | MIKALA FINCK | 851 LAKE SUSAN HILLS DR | 851 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960710 | TR OF TIMOTHY AND NANCY PATTERSON | 861 LAKE SUSAN HILLS DR | 861 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960700 | THOMAS E II & MICHELLE M MILLS | 871 LAKE SUSAN HILLS DR | 871 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960690 | MEGAN CLEVELAND | 881 LAKE SUSAN HILLS DR | 881 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960680 | SHAWN P & SANDRA L MCNEILL | 891 LAKE SUSAN HILLS DR | 891 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960670 | LANCE L & SUZANNE M HUWALD | 901 LAKE SUSAN HILLS DR | 901 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960660 | TRL TRUST AGREEMENT | 911 LAKE SUSAN HILLS DRIVE | 911 LAKE SUSAN HILLS DRIVE | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960650 | CATHERINE TRAEGER-LEONG | 921 LAKE SUSAN HILLS DR | 921 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960640 | ALEC MCKINLEY | 931 LAKE SUSAN HILLS DR | 931 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960630 | DALE J & LINDA M HOLLAND | 8440 WEST LAKE DR | 8440 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040210 | RANDY J & LORI D MARQUETTE | 1101 DOVE CT | 1101 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040200 | MARTIN S & KIMBERLY SCHAEFERLE | 1111 DOVE CT | 1111 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040190 | DOUGLAS G & JACQUELYN JACOBSON | 1121 DOVE CT | 1121 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040180 | STEVEN J & MARGARET M DIMARCO | 1131 DOVE CT | 1131 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040170 | RAYMOND L & CELESTE M SCHENK | 1130 DOVE CT | 1130 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040220 | CHANHASSEN CITY | PO BOX 147 | PO BOX 147 | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040090 | JOHN H & ANDREA L HAWLEY | 1120 DOVE CT | 1120 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040080 | KEVIN BRYAN | 1110 DOVE CT | 1110 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040070 | KEVIN D & TERI S BURNS | 1100 DOVE CT | 1100 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040060 | WILLIAM J & KELLY K SCHULTE | 8420 WEST LAKE DR | 8420 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040050 | JOSEPH S & DESIREE M NOZLING | 8410 WEST LAKE DR | 8410 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040040 | PAMELA SUE LYNCH REV TRUST | 8400 W LAKE DR | 8400 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040030 | JAMES J HILGERS | 8390 WEST LAKE DR | 8390 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040020 | TUSHAR A PRADHAN | 8380 WEST LAKE DR | 8380 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040010 | JOSEPH MARK BLACKWELL | 8370 LAKE DR W | 8370 LAKE DR W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060520 | TORI SODERBERG | 1050 74TH ST | 8360 WEST LAKE DR | VICTORIA | MN | 55386 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060530 | FLORENT J & CATHERINE SOISSONS | 8350 WEST LAKE DR | 8350 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254140200 | LAKE SUSAN HILLS TWNHOMES ASS | 8418 ROSEWOOD DR | 8418 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 254140130 | HEATHER HURLEY-VANGERUD | 8410 BURLWOOD DR | 8410 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140120 | TERRENCE E O'TOOLE | 8418 BURLWOOD DR | 8418 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140110 | BRUCE A WACHUTKA | 8426 BURLWOOD DR | 8426 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140100 | GEORGE-ANN LILLIE | 8434 BURLWOOD DR | 8434 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140090 | RICHARDSON FAMILY TRUST THE | 8442 BURLWOOD DR | 8442 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |

**ASSESSMENT ROLL**
**TOTAL PROJECT**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 254140190 | THE STARK LIVING TRUST AGREEMENT | 8409 BURLWOOD DR | 8409 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140180 | RICHARD S & OLIVA H BLOOMBERG | 8417 BURLWOOD DR | 8417 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140170 | NANCY GIDDINGS | 8425 BURLWOOD DR | 8425 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140160 | JAMES ROBERT KELLY | 8472 ROSEWOOD DR | 8472 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140150 | STEVEN C BODE | 8466 ROSEWOOD DR | 8466 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140140 | MARLENE ANN BURRELL | 8460 ROSEWOOD DR | 8460 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140080 | JOHN J COPOULS | 5900 CLUB VALLEY RD | 8489 ROSEWOOD DR | SHOREWOOD | MN | 55331 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140070 | ARTHUR T AND LOUISE A MANNO JT LIV TR | 8483 ROSEWOOD DR | 8483 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140060 | DELANO F YOUNG | 8477 ROSEWOOD DR | 8477 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140050 | STANLEY TIEVA | 8471 ROSEWOOD DR | 8471 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140040 | LORRAINE C WILLIAMS REV TRUST | 8465 ROSEWOOD DR | 8465 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140030 | JERRIE J & JANICE E JOHNSON | 8459 ROSEWOOD DR | 8459 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140020 | CATHLEEN A HOLMES REVOCABLE TRUST | 8453 ROSEWOOD DR | 8453 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140010 | CHANH & LOAN ANH NGUYEN | 8447 ROSEWOOD DR | 8447 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130160 | LAKE SUSAN HILLS TWNHOMES ASS | 8418 ROSEWOOD DR | 8418 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 254130010 | DONALD E & NANCY A CARDWELL | 8410 ROSEWOOD DR | 8410 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130020 | SWEE KEONG CHE-WAH HELENA YU TAN | 8414 ROSEWOOD DR | 8414 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130030 | TRUST AGREEMENT OF SARAH V ALLMAN | 8418 ROSEWOOD DR | 8418 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130040 | KENNETH EDWARD MAHER | 8422 ROSEWOOD DR | 8422 ROSEWOOD DR | CHANHASSEN | MN | 55317 | | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130150 | KEITH R KUPCHO | 8441 ROSEWOOD DR | 8441 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130140 | CHRISTINE M MEIER | 8437 ROSEWOOD DR | 8437 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130130 | ROSEMARY W SOLTIS | 8429 ROSEWOOD DR | 8429 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130120 | BERNARD CARPENTER | 8425 ROSEWOOD DR | 8425 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130110 | SUTTON FAMILY TRUST | 8417 ROSEWOOD DR | 8417 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130100 | RICHARD BRAUN | 8413 ROSEWOOD DR | 8413 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130090 | JANEEN M SCHMIDT-MOLLDREM | 8409 ROSEWOOD DR | 8409 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130080 | RODNEY & BONNIE M NELSON | 8399 ROSEWOOD DR | 8399 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130070 | KENNETH ANDERSON | 8395 ROSEWOOD DR | 8395 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130060 | A DOUGLAS NODLAND & LYNN NODLAND TRUST | 8391 ROSEWOOD DR | 8391 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130050 | LORRAINE I POHLEN | 8387 ROSEWOOD DR | 8387 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254060550 | KENNETH JARVIS | 8351 W LAKE DR | 8351 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060540 | RYAN J SCHILLING | 8361 WEST LAKE DR | 8361 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040100 | RANDAL & LINDA FINGARSON JT REV LIV TR | 8371 WEST LAKE DR | 8371 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040110 | MICHAEL J & LISA M CLAUSEN | 8381 WEST LAKE DR | 8381 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040120 | RACHEL H OZDENAK | 8391 W LAKE DR | 8391 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040130 | CHRISTOPHER J & MARCIA MILLER | 8401 WEST LAKE DR | 8401 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040140 | DAVID K & JANET M FLASKERUD | 8411 WEST LAKE DR | 8411 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040150 | DANIEL S SCHWARTZ | 8421 LAKE DR W | 8421 LAKE DR W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040160 | PETERSEN LIV TR | 8431 W LAKE DR | 8431 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960080 | ALYSSON C GEBAUER TR | 8441 W LAKE DR | 8441 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960070 | KIRK L & AMY J SAMPSON | 8451 WEST LAKE DR | 8451 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960060 | SCOTT W & LISA M NEBEL | 961 LAKE SUSAN HILLS DR | 961 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960050 | THOMAS AND LAURIE NILSSON LIVING TRUST | 971 LAKE SUSAN HILLS DR | 971 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960040 | TRENT SENSKE | 981 LAKE SUSAN HILLS DR | 981 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960030 | BRIA HOMSTAD | 995 LAKE SUSAN HILLS DR | 995 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960020 | JASON FLORIO | 1005 LAKE SUSAN HILLS DR | 1005 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960010 | JOANNA L EBELING | 1011 LAKE SUSAN HILLS DR | 1011 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060560 | MICHAEL LOSCALZO | 1071 LAKE SUSAN HILLS DR | 1071 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 255310570 | MISSION HILLS GARDEN HOMES HMOWNR ASSN | 6900 WEDGEWOOD RD N STE 250 | W 86TH ST | MAPLE GROVE | MN | 55311 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 255310530 | LAUREL J BOSECK | 592 MISSION HILLS DR | 592 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310540 | JARED A KRUEGER | 596 MISSION HILLS DR | 596 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310550 | PAMELA R MURRAY | 588 MISSION HILLS DR | 588 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310560 | ENDA BURGESS | 584 MISSION HILLS DR | 584 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310490 | LA D NGUYEN | 576 MISSION HILLS DR | 576 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310500 | TONI M JANSEN | 45900 POINT OF VIEW RD | 580 MISSION HILLS DR | CABLE | WI | 54821 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310510 | KELLY DONOVAN | 911 VICAR LN | 8540 MAYFIELD CT | ALEXANDRIA | VA | 22302 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310520 | NAIF FAREED | 8544 MAYFIELD CT | 8544 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310450 | KARLA K THOMSON | 8524 MAYFIELD CT | 8524 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310460 | JOAN M RUDDY | 8520 MAYFIELD CT | 8520 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310470 | SUSAN M LUDGATE | 8500 MAYFIELD CT | 8500 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |

ASSESSMENT ROLL
TOTAL PROJECT
2027 CITY PAVEMENT REHABILITATION PROJECT
CHANHASSEN MINNESOTA

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 255310480 | JANICE HINKEMEYER | 8504 MAYFIELD CT | 8504 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310010 | GREGORY J MEUWISSEN | 593 MISSION HILLS DR | 593 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310020 | TOKEN REICHOW | 439 SUMMERFIELD DR | 589 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310030 | MARTHA BARRES | 585 MISSION HILLS DR | 585 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310040 | REVOCABLE TRUST OF STEPHEN R PLATT | 3930 TORRENS CT | 581 MISSION HILLS DR | NAPLES | FL | 34119 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310050 | CEDAR PROPERTIES LLC | 1118 S CEDAR LAKE RD | 565 MISSION HILLS DR | MINNEAPOLIS | MN | 55405 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310060 | DEBRA J MCGARRY | 569 MISSION HILLS DR | 569 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310070 | RHONDA BACKUS | 573 MISSION HILLS DR | 573 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310080 | MATHEW WELLUMSON | 577 MISSION HILLS DR | 577 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310410 | SUSAN M DEAN | 8525 MAYFIELD CT | 8525 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310420 | NANCY RHEAULT | 8521 MAYFIELD CT | 8521 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310430 | DAVID F NICKOLAY | 552 MISSION HILLS DR | 552 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310440 | DIANE M DEPOE | 548 MISSION HILLS DR | 548 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310090 | JULIE KAY HOLTHUS | 561 MISSION HILLS DR | 561 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310100 | ELIZABETH L KURTT | 557 MISSION HILLS DR | 557 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310110 | MARILEE ROSE | 553 MISSION HILLS DR | 553 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310120 | JACQUELINE RAE OWEN | 549 MISSION HILLS DR | 549 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310130 | KATHY J MCKIM | 533 MISSION HILLS DR | 533 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310140 | PATRICIA A ELLINGSON | 537 MISSION HILLS DR | 537 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310150 | LYNETTE LAABS | 541 MISSION HILLS DR | 541 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310160 | THOMAS H BERGE | 629 YARBOROUGH WAY | 545 MISSION HILLS DR | THE VILLAGES | FL | 32163 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310370 | BEVERLY A FIEDLER | 540 MISSION HILLS DR | 540 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310380 | CAROL LAURO | 544 MISSION HILLS DR | 544 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310390 | DUANE D & DONNA M MOORE | 536 MISSION HILLS DR | 536 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310400 | CAROL A HUTTNER | 532 MISSION HILLS DR | 532 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310170 | DORIS PYLE | 529 MISSION HILLS DR | 529 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310180 | JOHN P BJORK REVOCABLE TRUST | 525 MISSION HILLS DR | 525 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310190 | JAMES P GRUNDHOFER | 517 MISSION HILLS DR | 517 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310200 | BERNARD M & JOANN C GAYTKO | 521 MISSION HILLS DR | 521 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310330 | ANDREW HERNANDEZ | 524 MISSION HILLS DR | 524 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310340 | ERIN GREER LORENZ | 528 MISSION HILLS DR | 528 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310350 | MICHAEL J MILLS | 520 MISSION HILLS DR | 520 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310360 | VICKIE L NOVAK | 516 MISSION HILLS DR | 516 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310210 | DAWN M GARDNER | 513 MISSION HILLS DR | 513 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310220 | JACQUELINE SWANSON | 509 MISSION HILLS DR | 509 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310230 | GREGORY AND BARBARA SELLS FAMILY TRUST | 3808 DOTTY ST | 505 MISSION HILLS DR | CARMICHAEL | CA | 95608 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310240 | FAYE JOHNSON | 1267 PIKE LAKE DR | 501 MISSION HILLS DR | NEW BRIGHTON | MN | 55112 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310290 | JEAN J KIM | 14181 PARKVIEW LN NW | 508 MISSION HILLS DR | PRIOR LAKE | MN | 55372 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310300 | DONELLE DEE RODMYRE TRUST | 512 MISSION HILLS DR | 512 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310310 | STACEY PETERSON | 484 FRISCO CT | 484 FRISCO CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310320 | ELIZABETH M SMITH | 480 FRISCO CT | 480 FRISCO CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310250 | RUTH C ELSBERRY | 500 MISSION HILLS DR | 500 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310260 | ROSEANNE MARIE BUDAHL | 504 MISSION HILLS DR | 504 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310270 | THOMAS J BOURNE | 471 FRISCO CT | 471 FRISCO CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310280 | THE ERICSSON FAMILY TRUST | 475 FRISCO CT | 475 FRISCO CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255300270 | BRIAN M & DAWN M RODELL RILEY | 8580 MISSION HILLS LN | 8580 MISSION HILLS LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 255300200 | DANE J SWENSON | 8581 MISSION HILLS LN | 8581 MISSION HILLS LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257410010 | HEATHER C MOE | 390 86TH ST W | 390 86TH ST W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 57410040 | TROY A & VIRGINIA L KAKACEK | 380 86TH ST W | 380 86TH ST W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257410030 | JASON HINRICHS | 370 W 86TH ST | 370 W 86TH ST | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257410020 | TODD JONATHAN HOOPS | 8590 TIGUA LN | 8590 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400070 | ZACHARY GENS | 8550 TIGUA LN | 8550 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400061 | MICHAEL A GRAY | 8510 TIGUA LN | 8510 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400060 | MICHAEL L SCHMILLEN | 8500 TIGUA LN | 8500 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400050 | JASON VOSKUIL | 8501 TIGUA LN | 8501 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400040 | RJC REV TR | 8521 TIGUA LN | 8521 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400030 | MITCH HUGDAHL | 8551 TIGUA LN | 8551 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400021 | CHRISTOPHER AND CARRIE SHOGREN JT REV TR | 8561 TIGUA LN | 8561 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400020 | GUY H SUPER II | 8571 TIGUA LN | 8571 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400011 | KENDALL J & KRISTINE R STRAND | 8581 TIGUA LN | 8581 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |

**ASSESSMENT ROLL**
**TOTAL PROJECT**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 257400010 | LENZ FAMILY TRUST | 8591 TIGUA LN | 8591 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 256590170 | CHANHASSEN CITY | PO BOX 147 | PO BOX 147 | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 255321380 | LUANN M MARKGRAF | 401 RICE CT | 401 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 255321370 | KAREN L BLENKER | 405 RICE CT | 405 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321360 | AUBREY C KING | 409 RICE CT # 136 | 409 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321350 | LORRELLE E LARSON | 413 RICE CT | 413 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321340 | HOANG MINH PHAM | 417 RICE CT | 417 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321330 | SUSAN M HEINEMANN | 421 RICE CT | 421 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 0.25532132 | CLAUDIA EDWARDS | 233 S 22ND ST | 425 RICE CT | ESCANABA | MI | 49829 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321310 | ALAN LAMSON | 429 RICE CT | 429 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321300 | MELISA ENTINGER | 418 RICE CT | 418 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321290 | PAUL THULIN | 422 RICE CT | 422 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321230 | TIERNEY DILLON | 430 MISSION HILLS WAY E | 430 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321240 | MATTHEW CHRISTENSEN | 434 MISSION HILLS WAY E | 434 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321250 | KURT ISAACSON | 438 MISSION HILLS WAY E | 438 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321260 | SARAH JEAN YAGER | 442 MISSION HILLS WAY E | 442 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321270 | DAVID PEDERSEN | 446 MISSIONS HILLS WAY E | 446 MISSIONS HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321280 | JOHN EICHLER SPECIAL NEEDS TR | 6888 W JEWELL DR | 450 MISSION HILLS WAY E | LAKEWOOD | CO | 80227 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320950 | MARGIE L WESTERGAARD | 425 MONK CT | 425 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320960 | ANNE THERESA JESKE | PO BOX 1041 | 421 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320970 | SUDEEP SHRESTHA | 7639 GRAND AVE S | 417 MONK CT | RICHFIELD | MN | 55423 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320980 | SHANNON HARER | 413 MONK CT | 413 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320990 | E JAMES MARTH C JAMES VALDIMORE | 409 MONK CT | 409 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321000 | PATRICIA M HEDTKE | 405 MONK CT | 405 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321010 | JAHNIE J ANDERSON | 429 MISSION HILLS WAY E | 429 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321020 | STEPHAN M BRINK | 433 MISSION HILLS WAY E | 433 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321030 | LUKAS HOWARD BECKER | 437 MISSION HILLS WAY E | 437 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321040 | NATE GILLICK | 441 MISSION HILLS WAY E | 441 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321050 | BRADLEY SCOTT MAPES | 445 MISSION HILLS WAY E | 445 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321060 | FLORIANO NOVOA | 449 MISSION HILLS WAY E | 449 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320870 | VALLEY VIEW PROPERTY MANAGEMENT LLC | 8622 VALLEY VIEW CT | 463 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320880 | JONATHAN EFFERTZ | 459 MISSION HILLS WAY E | 459 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320890 | CHARLES MOULDER | 455 MISSION HILLS WAY E | 455 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320900 | TERESA A KELLY | 451 MISSION HILLS WAY E | 451 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320910 | DARIN BUSCH | 456 HEARTLAND CT | 456 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320920 | MICANNA MARESH | 460 HEARTLAND CT | 460 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320930 | TRUDY BUFFENBARGER | 526 N WAYNE ST | 464 HEARTLAND CT | WARREN | IN | 46792 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320940 | BRENT SCHAEFER | 468 HEARTLAND CT | 468 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321150 | MISSION 470 LLC | 1514 KINGS VIEW DR | 470 MISSION HILLS WAY E | GRAND FORKS | ND | 58201 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321160 | ANNA V BJORK | 474 MISSION HILLS WAY E | 474 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321170 | NATHAN HICKS | 5585 YELLOWSTONE TRL | 478 MISSION HILLS WAY E | EXCELSIOR | MN | 55331 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321180 | SARA LUCY KALEY | 482 MISSION HILLS WAY E | 482 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321190 | AMY B CULLEN | 454 MISSION HILLS WAY E | 454 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321200 | SUDEEP SHRESTHA | 7639 GRAND AVE S | 458 MISSION HILLS WAY E | RICHFIELD | MN | 55423 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321210 | RYAN SCHMITT | 462 MISSION HILLS WAY E | 462 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321220 | ROBERTA A JOHNSON | 466 MISSION HILLS WAY E | 466 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320800 | THOMAS L SIEVERS | 475 MISSION HILLS WAY E | 475 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320790 | JACK F SCHNEEWIND | 479 MISSION HILLS WAY E | 479 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320780 | BLAKE J LENTNER | 483 MISSION HILLS WAY E | 483 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320770 | MG INVESTMENTS LLC | 9413 36TH AVE N | 487 MISSION HILLS WAY E | MINNEAPOLIS | MN | 55427 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320760 | OWEN PETER CANNON | 491 MISSION HILLS WAY E | 491 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320750 | RICHARD P OHLENBERG | 495 MISSION HILLS WAY E | 495 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320860 | AARON SILBERNAGEL | 496 HEARTLAND CT | 496 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320850 | AARON D EITTREIM | 492 HEARTLAND CT | 492 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320840 | ROBERT A QUEVLI | 488 HEARTLAND CT | 488 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320830 | LJC INVESTMENTS OF MINNESOTA LLC | 9413 36TH AVE N | 484 HEARTLAND CT | NEW HOPE | MN | 55427 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320820 | KATHLEEN MCQUIRE | 480 HEARTLAND CT | 480 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320810 | TROY ASLESON | 3579 BLUE JAY WAY # 107 | 476 HEARTLAND CT | EAGAN | MN | 55123 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320710 | BARBARA HAIRSTON | 486 MISSION HILLS WAY E | 486 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320720 | ELIZABETH BRADLEY WRIGHT | 13564 WESTERNESSE | 490 MISSION HILLS WAY E | HOPKINS | MN | 55305 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |

**ASSESSMENT ROLL**
**TOTAL PROJECT**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 255320730 | JOSEPH D PEPPARD LIV TR | 3815 20TH AVE S | 494 MISSION HILLS WAY E | MINNEAPOLIS | MN | 55407 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320740 | DIANE CLARK | 7818 DOVER LN | 498 MISSION HILLS WAY E | RICHMOND | TX | 77406 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320590 | MICHAEL J BENKOVIC | 511 HEARTLAND CT | 511 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320600 | ROXANNE K EDENBORG | 509 HEARTLAND CT | 509 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320610 | BRIAN P KEENAN | 8220 W LAKE CT | 505 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320620 | HEIDI ELLIOTT | 821 COUNTY ROAD 24 | 501 HEARTLAND CT | WATERTOWN | MN | 55388 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320630 | PRIYA MARIE TANDON | 8280 GILFILLAN AVE | 513 MISSION HILLS WAY W | CARVER | MN | 55315 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320640 | STACY L SEMLER | 517 MISSION HILLS WAY W | 517 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320650 | STEVEN M BURNS | 521 MISSION HILLS WAY W | 521 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320660 | EMILY JOHNSON | 525 MISSION HILLS WAY W | 525 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320470 | AWESOMENESS LLC | 14303 RAYMOND LN | 526 MISSION HILLS WAY W | EDEN PRAIRIE | MN | 55347 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320480 | JAMIE R HASZ | 3208 GEORGIA AVE S | 530 MISSION HILLS WAY W | MINNEAPOLIS | MN | 55423 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320490 | YURI FARBER | 9801 34TH AVE N | 534 MISSION HILLS WAY W | PLYMOUTH | MN | 55411 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320500 | PHYLLIS J RILEY | 538 MISSION HILLS WAY W | 538 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320510 | VI QUANG | 542 MISSION HILLS WAY W | 542 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320520 | BROOKE M OSMUNDSON | 1221 9TH AVE SE | 546 MISSION HILLS WAY W | ROCHESTER | MN | 55904 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320410 | NATHAN L THOMPSON | 545 MARSHLAND TRL | 545 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320420 | ZETTEL INVESTMENTS LLC | 6617 HIGHLAND PINES CIR | 541 MARSHLAND TRL | FORT MYERS | FL | 33966 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320430 | L&C INVESTMENTS LLC | 8143 ORCHID ST | 537 MARSHLAND TRL | VICTORIA | MN | 55386 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320440 | KAREN J CWAYNA DOUGHERTY | 533 MARSHLAND TRL | 533 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320450 | MARLENE L DUNSMORE | 529 MARSHLAND TRL | 529 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320460 | ANNE M SUDDENDORF | 7611 PRAIRIE FLOWER BLVD | 525 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320580 | MARIA DEES | 531 MISSION HILLS WAY W | 531 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320570 | MATTHEW GUBA | 535 MISSION HILLS WAY W | 535 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320560 | MARIE L & JEAN E ANDERSON | 539 MISSION HILLS WAY W | 539 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320550 | GORDON LEE LINDSTROM REV TRUST | 23680 MC LAIN RD | 543 MISSION HILLS WAY W | EXCELSIOR | MN | 55331 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320540 | HEATHER S VALITON | 547 MISSION HILLS WAY W | 547 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320530 | NAM T DUNG NGOC LAM NGUYEN | 551 MISSION HILLS WAY W | 551 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320340 | JILLIAN L STEEN | 559 MISSION HILLS WAY W | 559 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320330 | KAYLEE A PAULSON | 563 MISSION HILLS WAY W | 563 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320320 | JANE M VANDEN PLAS | 567 MISSION HILLS WAY W | 567 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320310 | PAMELA K KERBER REV TRUST AGREEMENT | 8743 VALLEY VIEW PL | 571 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320300 | COOPER GENE FORBROOK | 575 MISSION HILLS WAY W | 575 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320290 | EDWARD MILLER | 579 MISSION HILLS WAY W | 579 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320400 | JAY ANDREW ELLIOT | 4391 EVERGREEN DR | 580 BLACKBIRD CT | SAINT PAUL | MN | 55127 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320390 | BRENDA L BOATWRIGHT | 576 BLACKBIRD CT | 576 BLACKBIRD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320380 | BRETT HEWITT | 572 BLACKBIRD CT | 572 BLACKBIRD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320370 | GREGORY A MARTELL | 7760 ATHERTON WAY | 568 BLACKBIRD CT | EDEN PRAIRIE | MN | 55346 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320360 | RACHEL DAHL | 564 BLACKBIRD CT # 36 | 564 BLACKBIRD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320350 | CRAIG RUBENZER | 560 BLACKBIRD CT | 560 BLACKBIRD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320130 | BRIAN NORDMANN | 550 MISSION HILLS WAY W | 550 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320140 | JULIE A STOLL | 554 MISSION HILLS WAY W | 554 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320150 | HEIDI L BUCKENTINE | 558 MISSION HILLS WAY W | 558 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320160 | VALERIE LUEBKE | 562 MISSION HILLS WAY W | 562 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320170 | CARLIE E GODFREY | 566 MISSION HILLS WAY W | 566 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320180 | JULIE L JORGENSON | 570 MISSION HILLS WAY | 570 MISSION HILLS WAY | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320070 | ROBERT J BAUER | 569 MARSHLAND TRL | 569 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320080 | KIM M FEIST | 565 MARSHLAND TRL | 565 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320090 | ANNETTE SNEDDEN | 561 MARSHLAND TRL | 561 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320100 | MARY CARMEN CACHIMA LOPEZ | 557 MARSHLAND TRL | 557 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320110 | AMANDA AMOE | 553 MARSHLAND TRL | 553 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320120 | CAROLYN LATTERY | 549 MARSHLAND TRL | 549 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320280 | MATTHEW R KLEY | 7590 FAWN HILL RD | 581 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320270 | MARK BOCHET | 583 MISSION HILLS WAY W | 583 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320260 | LANDAN FOLKEDAHL | 585 MISSION HILLS WAY W | 585 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320250 | DYLAN KONCAN | 587 MISSION HILLS WAY W # 25 | 587 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320240 | KAREN M ATKINSON | 589 MISSION HILLS WAY W | 589 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320230 | TAIWEI LI | 2501 CLOVER FIELD DR | 591 MISSION HILLS WAY W | CHASKA | MN | 55318 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320060 | 578 MISSION HILLS LLC | 2188 RED FOX CIR | 578 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320050 | ANDREW F ENGESSER | 582 MISSION HILLS WAY W | 582 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |

**ASSESSMENT ROLL**
**TOTAL PROJECT**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 255320040 | CAROL R VENEZIA | 586 MISSION HILLS WAY W | 586 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320030 | MARILOU PEDERSON | 4020 WOOD END DR | 590 MISSION HILLS WAY W | MINNEAPOLIS | MN | 55424 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320020 | MICHAEL T BREON | 594 MISSION HILLS WAY W | 594 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320010 | WILLIAM D JR HEINRICH & ROXANNE HEINRICH | 598 MISSION HILLS WAY W | 598 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320220 | ERIC J BORM & VALORIE D PEARSON | 1108 VILLAGE RD APT 3A | 593 MISSION HILLS WAY W | CHASKA | MN | 55318 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320210 | SHEREEN ADAM | 1012 JUNIPER CT | 595 MISSION HILLS WAY W | SHAKOPEE | MN | 55379 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320200 | ERIK LUNDGREN | 597 MISSION HILLS WAY W | 597 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320190 | DANIEL SCOTT LANES | 9201 GOLDEN VALLEY RD APT 213 | 599 MISSION HILLS WAY W | GOLDEN VALLEY | MN | 55427 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255300370 | CHANHASSEN CITY | PO BOX 147 | | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 255330010 | MISSION HILLS SR HOUSING OWNER LLC | 620 ALDRICH DR | 620 ALDRICH DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 550.0 | 55.0 | $34,375.00 | $34,375.00 |
| 251820250 | LAKESIDE INVESTMENT PARTNERS LLC | 2115 HUNTINGTON POINT RD E | 8000 ERIE AVE | WAYZATA | MN | 55391 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800010 | ANNE T THOMPSON | 8000 DAKOTA AVE | 8000 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800020 | MICHAEL D JULIE A SONDERUP KRAINES | 8002 DAKOTA AVE | 8002 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800030 | ISABELLA CRESPO | 8004 DAKOTA AVE | 8004 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800040 | RACHELLE EIDE | 8006 DAKOTA AVE | 8006 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800050 | ANTHONY E & LISA M BACHMAN | 8008 DAKOTA AVE | 8008 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800060 | SUZANNE M SHEPPARD | 8010 DAKOTA AVE | 8010 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800070 | PAUL & AIMEE MARAVIGLI | 8012 DAKOTA AVE | 8012 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800080 | JEFFREY P & JILL L MICKELS | 8014 DAKOTA AVE | 8014 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800090 | NATHAN E JOHNSON | 8016 DAKOTA AVE | 8016 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800100 | GORDON L KELLING JR | 8018 DAKOTA AVE | 8018 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800110 | KIP R PETERSON TRUST U/D/T | 8020 DAKOTA AVE | 8020 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800120 | THOMAS E & ANNE M CARDLE | 8022 DAKOTA AVE | 8022 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800130 | MICHAEL R & KRISTIN M KOVIC | 8024 DAKOTA AVE | 8024 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800140 | RONALD J AND LYNNE F PILGRIM JT TR | 8026 DAKOTA AVE | 8026 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800150 | JOYCE B WHITE TRUST | 8028 DAKOTA AVE | 8028 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251750030 | INTERLAKEN CAPITAL LLC | 4717 ISLAND VIEW DR | 99 LAKE DR E | MOUND | MN | 55364 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800380 | LIZA BAIER | 8001 CHEYENNE AVE | 8001 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800390 | JAMES R & JANICE GILDNER | 8003 CHEYENNE AVE | 8003 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800400 | KYLE BORCHERT | 8005 CHEYENNE AVE | 8005 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800410 | MICHAEL P STIEBNER | 8007 CHEYENNE AVE | 8007 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800420 | SHAWN SULLIVAN | 8009 CHEYENNE AVE | 8009 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800430 | JUSTIN HAYMAN | 8011 CHEYENNE AVE | 8011 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251830010 | TERRY JAMES LEWIS | 8013 CHEYENNE AVE | 8013 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251830020 | THE MARILYN M STEWART-MURPHY TRUST | 5368 N TISCHER RD | 8015 CHEYENNE AVE | DULUTH | MN | 55804 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800440 | GAYLON R & LINDA O RUST | 8017 CHEYENNE SPUR | 8017 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800450 | MICHAEL J KILPATRICK | 8019 CHEYENNE SPUR | 8019 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800460 | GLENN A & BONNIE LEE HAGEMAN | 8021 CHEYENNE SPUR | 8021 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800470 | DANIEL J ROSE | 8023 CHEYENNE SPUR | 8023 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800480 | CRAIG T & KATHRYN M HUMASON | 8025 CHEYENNE SPUR | 8025 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800490 | MARY CAROLYN STUMPFL REV TR | 8027 CHEYENNE AVE | 8027 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800500 | THERESA M THOMAS | 8029 CHEYENNE AVE | 8029 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800510 | ROBERT K SEWARD | 8031 CHEYENNE AVE | 8031 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800520 | JOHN F WHITE II | 8033 CHEYENNE AVE | 8033 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800530 | DOUGLAS CHARLES SCHLUTER | 8035 CHEYENNE AVE | 8035 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800540 | PAYMON & MELISSA VASSEGHI | 8037 CHEYENNE AVE | 8037 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800160 | ANDREA L FANNEMEL TRUST | 8003 DAKOTA AVE S | 8003 DAKOTA AVE S | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800170 | EMILY ALVAREZ | 8005 DAKOTA AVE | 8005 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800180 | KNIGHT LIVING TRUST | 8007 DAKOTA CIR | 8007 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800190 | PATRICIA L JENSEN | 8009 DAKOTA CIR | 8009 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800200 | ANTHONY N HUNT | 8011 DAKOTA CIR | 8011 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800210 | RAYMOND S JEZIERSKI TRUST | 8013 DAKOTA CIR | 8013 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800220 | MICHAEL J SHONTY | 8015 DAKOTA CIR | 8015 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800230 | KYLE D JAMISON | 8017 DAKOTA CIR | 8017 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800240 | BRYCEN WOJTA | 8019 DAKOTA AVE | 8019 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800250 | CAITLIN Q JOYCE | 8021 DAKOTA AVE | 8021 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800260 | JACK LAGERMEIER | 8023 DAKOTA AVE | 8023 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800270 | EUGENE L & NANCY L GAGNER | 8025 DAKOTA AVE | 8025 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800280 | KRISTIN NORDLIE | 8026 CHEYENNE AVE | 8026 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800290 | DANIEL HALLMAN | 8024 CHEYENNE AVE | 8024 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |

**ASSESSMENT ROLL**
**TOTAL PROJECT**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 251800300 | STEPHEN K & VICKI C TABOREK | 8022 CHEYENNE AVE | 8022 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800310 | ANDREW ALAN GROSSMAN | 8020 CHEYENNE AVE | 8020 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800320 | PHUONG T BIEN | 8018 CHEYENNE AVE | 8018 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800330 | WILLIAM TOWNSEND | 8016 CHEYENNE AVE | 8016 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800340 | DANIEL P & LINDA M ROBINSON | 8014 CHEYENNE AVE | 8014 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800350 | INGRIS RAQUEL LIMA GARCIA | 8012 CHEYENNE AVE | 8012 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800360 | MICHAEL D & SARAH J PETERSEN | 8010 CHEYENNE AVE | 8010 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800370 | EARLA D'NELL PATTERSON-KRAUS | 8008 CHEYENNE AVE | 8008 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| | **TOTALS** | | | | | | **58.0** | **$176,900.00** | **245.0** | **$1,298,500.00** | **2940.0** | **294.0** | **$183,750.00** | **$1,659,150.00** |

**ASSESSMENT ROLL**

**BLUFF CREEK ESTATES AREA**

**2027 CITY PAVEMENT REHABILITATION PROJECT**

**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 251270060 | TRUST AGREEMENT OF GARY & JOYCE THEIS | 1696 VALLEY RIDGE TRL N | 1696 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270050 | CRAIG S & WENDY L O'CONNOR | 1702 VALLEY RIDGE TRL N | 1702 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270040 | MOLLY BERLINGER | 1718 VALLEY RIDGE TRL N | 1718 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270030 | HOA LE CA | 1738 VALLEY RIDGE TRL N | 1738 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270020 | SCOTT SCOBY | 1750 VALLEY RIDGE TRL N | 1750 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270010 | JAMES D CARLSON | 1766 VALLEY RIDGE TRL N | 1766 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290130 | KRISTOPHER E & MINDI L H DAHL | 1774 VALLEY RIDGE TRL N | 1774 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290120 | JEFFREY J STEBBINS | 1782 VALLEY RIDGE TRL N | 1782 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290110 | MARK A & NANCIANN S OLSON | 1792 VALLEY RIDGE TRL N | 1792 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290100 | KEVIN MEYER | 1798 VALLEY RIDGE TRL N | 1798 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290090 | JOEL K & KERI L JOHNSON | 1806 VALLEY RIDGE TRL N | 1806 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290080 | KENNETH A & MARCIA S STRAND | 8631 VALLEY VIEW CT | 8631 VALLEY VIEW CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290070 | DEBRA L LUDFORD TR | 8615 VALLEY VIEW CT | 8615 VALLEY VIEW CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290060 | TODD M & JONI J NELSON | 224 W OAK LOOP | 8610 VALLEY VIEW CT | CEDAR CREEK | TX | 78612 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290050 | ERIC J NOYES REV TRUST | 8622 VALLEY VIEW CT | 8622 VALLEY VIEW CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290040 | DAVID DETERS | 8634 VALLEY VIEW CT | 8634 VALLEY VIEW CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290030 | ROMAN ZAHARENKAU | 1814 VALLEY RIDGE TRL N | 1814 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290020 | LYNDELL F & MARY F FREY | 12960 ORIAGO ST N | 1822 VALLEY RIDGE TRL N | VENICE | FL | 34293 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290010 | PHILIP J WILLIAMS | 1834 VALLEY RIDGE TRL N | 1834 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250210 | CHANHASSEN CITY | PO BOX 147 | PO BOX 147 | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280010 | ALEX JOHNSON | 8712 VALLEY VIEW PL | 8712 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280020 | STEPHEN B & SANDRA L MEYER | 8724 VALLEY VIEW PL | 8724 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280030 | JASON LAINE | 8736 VALLEY VIEW PL | 8736 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280040 | NANCY A GOMEZ REV TRUST | 8748 VALLEY VIEW PL | 8748 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280050 | ERIC D STURGIS | 8760 VALLEY VIEW PL | 8760 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280060 | PETER RUDART | 8772 VALLEY VIEW PL | 8772 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280070 | PHILIP D & MARGARET STANDAFER | 8767 VALLEY VIEW PL | 8767 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280080 | NICHOLAS R FRIANT | 8755 VALLEY VIEW PL | 8755 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280090 | KERBER PAMELA K & TRUSTEE OF TRUST | 8743 VALLEY VIEW PL | 8743 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280100 | ALEXANDER W TIBBETTS | 8729 VALLEY VIEW PL | 8729 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280110 | KRIS E LINDQUIST | 8715 VALLEY VIEW PL | 8715 VALLEY VIEW PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280120 | UNKNOWN KARRTHIK VENU | 3657 46TH AVE NW | 1839 VALLEY RIDGE TRL S | ROCHESTER | MN | 55901 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280130 | MARK & LAURA THORNE | 1827 VALLEY RIDGE TRL S | 1827 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280140 | ALEXANDER GARIBALDI | 1815 VALLEY RIDGE TRL S | 1815 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280150 | ETHAN EUTENEUER | 1811 VALLEY RIDGE TRL S | 1811 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280160 | PATRICK L & SHARON M ARBOGAST | 1801 VALLEY RIDGE TRL S | 1801 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280170 | ADAM ETTESTAD | 1785 VALLEY RIDGE TRL S | 1785 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250200 | DANIEL J O'CONNELL | 1773 VALLEY RIDGE TRL S | 1773 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250190 | DEBORAH A THOMAS O MAU HUM | 1761 VALLEY RIDGE TRL S | 1761 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250180 | JACK R & DEBRA J TRONES BECKER | 1751 VALLEY RIDGE TRL S | 1751 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250170 | THOMAS A & SUSAN A KODET | 1741 VALLEY RIDGE TRL S | 1741 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250160 | CARL M JR & KIM A ILIFF | 1731 VALLEY RIDGE TRL S | 1731 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250150 | RICHARD RUSSELL HOGLUND | 1721 VALLEY RIDGE TRL S | 1721 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250140 | MOLLY PHILLIPPE | 1711 VALLEY RIDGE TRL S | 1711 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250130 | JEFFREY & KRISTI STRANG JT REV TR | 1701 VALLEY RIDGE TRL S | 1701 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250010 | ANTHONY D & PAMELA R STRAND | 8640 AUDUBON RD | 8640 AUDUBON RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270070 | STEPHEN JOBE | 8652 VALLEY RIDGE CT | 8652 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270080 | HARSHITA SHYAM | 8658 VALLEY RIDGE CT | 8658 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270090 | CRAIG H & HOLLY L MELL | 8670 VALLEY RIDGE CT | 8670 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270100 | THOR C & LYNN M HEIMDAHL | 8671 VALLEY RIDGE CT | 8671 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270110 | LAWRENCE P & HOLLY WHITE | 8657 VALLEY RIDGE CT | 8657 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251270120 | JEFFREY L & JENNIFER T BENKE | 8643 VALLEY RIDGE CT | 8643 VALLEY RIDGE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290140 | FANG WANG | 1797 VALLEY RIDGE TRL N | 1797 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290150 | NICHOLAS JAMES OLSON | 1807 VALLEY RIDGE TRL N | 1807 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290160 | MICHAEL J & MARY M YAZCEC | 1813 VALLEY RIDGE TRL N | 1813 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290170 | JAYNEE ROGERS | 1819 VALLEY RIDGE TRL N | 1819 VALLEY RIDGE TRL N | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251290180 | EMILY SOUVANNALATH | 7201 JUNIPER AVE | 1829 VALLEY RIDGE TRL N | EXCELSIOR | MN | 55331 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280180 | JUSTIN ANDERSON | 1841 VALLEY RIDGE TRL S | 1841 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280190 | JAIME L CORI WALLIS STERBENZ | 1848 VALLEY RIDGE TRL S | 1848 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280200 | AUSTIN TIMM | 1836 VALLEY RIDGE TRL S | 1836 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |

**ASSESSMENT ROLL**

**BLUFF CREEK ESTATES AREA**

**2027 CITY PAVEMENT REHABILITATION PROJECT**

**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 251280210 | TIMOTHY J & MELISSA C MCNEILL | 1824 VALLEY RIDGE TRL S | 1824 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280220 | TIMOTHY & BRENDA MOORE | 1812 VALLEY RIDGE TRL S | 1812 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251280230 | DAVID M KEENAN TRUST | 1800 VALLEY RIDGE TRL S | 1800 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250120 | JEFFREY T & JUANITA M SCRIBNER | 1780 VALLEY RIDGE TRL S | 1780 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250110 | GREGORY D & SUSAN I PROVO | 1762 VALLEY RIDGE TRL S | 1762 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250100 | JEFFREY L CHRAST | 1740 VALLEY RIDGE TRL S | 1740 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250090 | BRIAN JAMES HANSEN | 1747 VALLEY RIDGE PL | 1747 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250080 | MARIT GREEN | 1759 VALLEY RIDGE PL | 1759 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250070 | WILLIAM M & LAURI J WEISMAN | 1771 VALLEY RIDGE PL | 1771 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251260040 | DONALD & JENNIFER HARMS | 1783 VALLEY RIDGE PL | 1783 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251260030 | GATES LIVING TRUST | 1795 VALLEY RIDGE PL | 1795 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251260020 | RAMESH KRISHNARAJ | 1796 VALLEY RIDGE PL | 1796 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251260010 | JEFFREY M HENRICHSEN | 1784 VALLEY RIDGE PL | 1784 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250060 | MATTHEW D THOMAS | 1772 VALLEY RIDGE PL | 1772 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250050 | JOHNSON FAMILY WEALTH TRUST THE | 1760 VALLEY RIDGE PL | 1760 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250040 | GEANELLA OCHOA VELOZ | 1748 VALLEY RIDGE PL | 1748 VALLEY RIDGE PL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250030 | BROOKE LAUER | 1710 VALLEY RIDGE TRL S | 1710 VALLEY RIDGE TRL S | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 251250020 | LAWRENCE G & VALERIE M BURKE | 12204 SIESTA DR FORT | 1700 VALLEY RIDGE TRL S | MYERS BEACH | FL | 33931 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| | **TOTALS** | | | | | | **0.0** | **$0.00** | **78.0** | **$413,400.00** | **0.0** | **0.0** | **$0.00** | **$413,400.00** |

**ASSESSMENT ROLL**
**CHANHASSEN ESTATES AREA**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 251820250 | LAKESIDE INVESTMENT PARTNERS LLC | 2115 HUNTINGTON POINT RD E | 8000 ERIE AVE | WAYZATA | MN | 55391 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800010 | ANNE T THOMPSON | 8000 DAKOTA AVE | 8000 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800020 | MICHAEL D JULIE A SONDERUP KRAINES | 8002 DAKOTA AVE | 8002 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800030 | ISABELLA CRESPO | 8004 DAKOTA AVE | 8004 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800040 | RACHELLE EIDE | 8006 DAKOTA AVE | 8006 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800050 | ANTHONY E & LISA M BACHMAN | 8008 DAKOTA AVE | 8008 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800060 | SUZANNE M SHEPPARD | 8010 DAKOTA AVE | 8010 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800070 | PAUL & AIMEE MARAVIGLI | 8012 DAKOTA AVE | 8012 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800080 | JEFFREY P & JILL L MICKELS | 8014 DAKOTA AVE | 8014 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800090 | NATHAN E JOHNSON | 8016 DAKOTA AVE | 8016 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800100 | GORDON L KELLING JR | 8018 DAKOTA AVE | 8018 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800110 | KIP R PETERSON TRUST U/D/T | 8020 DAKOTA AVE | 8020 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800120 | THOMAS E & ANNE M CARDLE | 8022 DAKOTA AVE | 8022 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800130 | MICHAEL R & KRISTIN M KOVIC | 8024 DAKOTA AVE | 8024 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800140 | RONALD J AND LYNNE F PILGRIM JT TR | 8026 DAKOTA AVE | 8026 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800150 | JOYCE B WHITE TRUST | 8028 DAKOTA AVE | 8028 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251750030 | INTERLAKEN CAPITAL LLC | 4717 ISLAND VIEW DR | 99 LAKE DR E | MOUND | MN | 55364 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800380 | LIZA BAIER | 8001 CHEYENNE AVE | 8001 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800390 | JAMES R & JANICE GILDNER | 8003 CHEYENNE AVE | 8003 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800400 | KYLE BORCHERT | 8005 CHEYENNE AVE | 8005 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800410 | MICHAEL P STIEBNER | 8007 CHEYENNE AVE | 8007 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800420 | SHAWN SULLIVAN | 8009 CHEYENNE AVE | 8009 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800430 | JUSTIN HAYMAN | 8011 CHEYENNE AVE | 8011 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251830010 | TERRY JAMES LEWIS | 8013 CHEYENNE AVE | 8013 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251830020 | THE MARILYN M STEWART-MURPHY TRUST | 5368 N TISCHER RD | 8015 CHEYENNE AVE | DULUTH | MN | 55804 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800440 | GAYLON R & LINDA O RUST | 8017 CHEYENNE SPUR | 8017 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800450 | MICHAEL J KILPATRICK | 8019 CHEYENNE SPUR | 8019 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800460 | GLENN A & BONNIE LEE HAGEMAN | 8021 CHEYENNE SPUR | 8021 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800470 | DANIEL J ROSE | 8023 CHEYENNE SPUR | 8023 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800480 | CRAIG T & KATHRYN M HUMASON | 8025 CHEYENNE SPUR | 8025 CHEYENNE SPUR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800490 | MARY CAROLYN STUMPFL REV TR | 8027 CHEYENNE AVE | 8027 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800500 | THERESA M THOMAS | 8029 CHEYENNE AVE | 8029 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800510 | ROBERT K SEWARD | 8031 CHEYENNE AVE | 8031 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800520 | JOHN F WHITE II | 8033 CHEYENNE AVE | 8033 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800530 | DOUGLAS CHARLES SCHLUTER | 8035 CHEYENNE AVE | 8035 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800540 | PAYMON & MELISSA VASSEGHI | 8037 CHEYENNE AVE | 8037 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800160 | ANDREA L FANNEMEL TRUST | 8003 DAKOTA AVE S | 8003 DAKOTA AVE S | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800170 | EMILY ALVAREZ | 8005 DAKOTA AVE | 8005 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800180 | KNIGHT LIVING TRUST | 8007 DAKOTA CIR | 8007 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800190 | PATRICIA L JENSEN | 8009 DAKOTA CIR | 8009 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800200 | ANTHONY N HUNT | 8011 DAKOTA CIR | 8011 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800210 | RAYMOND S JEZIERSKI TRUST | 8013 DAKOTA CIR | 8013 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800220 | MICHAEL J SHONTY | 8015 DAKOTA CIR | 8015 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800230 | KYLE D JAMISON | 8017 DAKOTA CIR | 8017 DAKOTA CIR | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800240 | BRYCEN WOJTA | 8019 DAKOTA AVE | 8019 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800250 | CAITLIN Q JOYCE | 8021 DAKOTA AVE | 8021 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800260 | JACK LAGERMEIER | 8023 DAKOTA AVE | 8023 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800270 | EUGENE L & NANCY L GAGNER | 8025 DAKOTA AVE | 8025 DAKOTA AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800280 | KRISTIN NORDLIE | 8026 CHEYENNE AVE | 8026 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800290 | DANIEL HALLMAN | 8024 CHEYENNE AVE | 8024 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800300 | STEPHEN K & VICKI C TABOREK | 8022 CHEYENNE AVE | 8022 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800310 | ANDREW ALAN GROSSMAN | 8020 CHEYENNE AVE | 8020 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800320 | PHUONG T BIEN | 8018 CHEYENNE AVE | 8018 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800330 | WILLIAM TOWNSEND | 8016 CHEYENNE AVE | 8016 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800340 | DANIEL P & LINDA M ROBINSON | 8014 CHEYENNE AVE | 8014 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800350 | INGRIS RAQUEL LIMA GARCIA | 8012 CHEYENNE AVE | 8012 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800360 | MICHAEL D & SARAH J PETERSEN | 8010 CHEYENNE AVE | 8010 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| 251800370 | EARLA D'NELL PATTERSON-KRAUS | 8008 CHEYENNE AVE | 8008 CHEYENNE AVE | CHANHASSEN | MN | 55317 | 1.0 | $3,050.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $3,050.00 |
| | **TOTALS** | | | | | | **58.0** | **$176,900.00** | **0.0** | **$0.00** | **0.0** | **0.0** | **$0.00** | **$176,900.00** |

**ASSESSMENT ROLL**
**LAKE SUSAN HILLS AREA**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 256440130 | PRAIRIE CREEK TOWNHOUSE ASSN | 8305 ESSEX RD | 8305 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 256440090 | MICHAEL R SEIFERT TR | 8390 SUFFOLK DR | 8390 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440080 | ZACHARY S OLSON | 8384 SUFFOLK DR | 8384 SUFFOLK DR | CHANHASSEN | MN | 55137 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440070 | ALVIN JAY & JOYCE C SCHREUR | 8376 SUFFOLK DR | 8376 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440060 | RICHARD C & LISA N HART | 8368 SUFFOLK DR | 8368 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440050 | MARK O SENN | 8360 SUFFOLK DR | 8360 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440040 | DAVID & PATRICIA JAROS | 8352 SUFFOLK DR | 8352 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440030 | LINDA M TOSO | 8344 SUFFOLK DR | 8344 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440020 | JOHN MICHAEL KNEWITZ | 8336 SUFFOLK DR | 8336 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440010 | JAMES L CRABBE | 8328 SUFFOLK DR | 8328 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440120 | DONNA SOLBERG | 8357 SUFFOLK DR | 8357 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440110 | LEON J SPRENGER | 8351 SUFFOLK DR | 8351 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256440100 | JEAN ANN BRENNAN | 3052 WOODLARK LN | 8345 SUFFOLK DR | SAINT PAUL | MN | 55121 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430130 | PRAIRIE CREEK TOWNHOUSE ASSN | 8305 ESSEX RD | 8305 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 256430080 | MICHAEL JAMES ROBBINS | 8330 ESSEX RD | 8330 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430070 | MARTIN RATHJEN | 8324 ESSEX RD | 8324 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430060 | HANDKE FAMILY TRUST | 8320 SUFFOLK DR | 8320 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430050 | KLOCKE IRREVOCABLE TRUST | 8312 SUFFOLK DR | 8312 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430040 | GWEN L KUHRT REV TRUST | 8304 SUFFOLK DR | 8304 SUFFOLK DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430010 | PAUL A LEIKAM | 8283 ESSEX RD | 8283 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430020 | PHILLIP H KITCHEN | 8291 ESSEX RD | 8291 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430030 | BRADLEY C & MARY L JOHNSON JT REV TRUST | 8299 ESSEX RD | 8299 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430090 | THOMAS JOEL CUMMINGS | 8305 ESSEX RD | 8305 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430100 | PATRICK DEVINE | 8313 ESSEX RD | 8313 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430110 | BEVERLY H SEVERSON | 8321 ESSEX RD | 8321 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 256430120 | STEVE W MATHESON | 8329 ESSEX RD | 8329 ESSEX RD | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254060570 | TAMMY LEHNER | 8320 W LAKE CT | 8320 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060580 | PAUL A & DARLENE R RYAN | 8310 W LAKE CT | 8310 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060590 | ERIK D ANDERSON | 8300 W LAKE CT | 8300 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060600 | ANDREW K & CHERYL A OLSON | 8290 W LAKE CT | 8290 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060610 | MARK V JORGENSEN | 625 STEWART DR | 8280 WEST LAKE CT | ABERDEEN | SD | 57401 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060620 | GARY R & LAURIE J KASSEN | 8270 W LAKE CT | 8270 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060630 | STEVEN TURNER | 8260 W LAKE CT | 8260 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060640 | MARGARET PIXLEY | 8250 W LAKE CT | 8250 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060650 | STEPHEN D & BARBARA L BROWN | 8240 W LAKE CT | 8240 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060660 | COREY ROBERT ROBIDEAU | 8230 WEST LAKE CT | 8230 WEST LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060670 | BRIAN & LISA KEENAN | 8220 W LAKE CT | 8220 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060680 | CHERI GROTHAUS | 8210 W LAKE CT | 8210 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060690 | KARI S DAVIS TRUST | 8200 W LAKE CT | 8200 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060700 | THOMAS L & TINA M SHEAR | 8211 W LAKE CT | 8211 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060710 | JASON M SIMON | 8221 W LAKE CT | 8221 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060720 | THOMAS MATTSON SEATON | 8231 W LAKE CT | 8231 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060730 | KATHERINE M JAMES W DUFFEY O'SULLIVAN | 8241 W LAKE CT | 8241 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060740 | MATTHEW THORNTON | 8251 W LAKE CT | 8251 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060750 | NICHOLAS P KLEINWACHTER | 8261 W LAKE CT | 8261 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060760 | DAN TILLEMANS | 8281 W LAKE CT | 8281 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060770 | THE PELUSO-REAL FAMILY TRUST | 8301 W LAKE CT | 8301 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060780 | RONALD G & ANN M KLOEMPKEN | 8311 W LAKE CT | 8311 W LAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060790 | CHAD ARLT | 1080 LAKE SUSAN HILLS DR | 1080 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060800 | ELIZABETH F ADAMS | 1070 LAKE SUSAN HILLS DR | 1070 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060810 | KEVIN KOZA | 1060 LAKE SUSAN HILLS DR | 1060 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060820 | RUSSELL D & NANCY A BIRCH | 1050 LAKE SUSAN HILLS DR | 1050 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060830 | MYLAN W & SHEILA I ALLRICH | 1040 LAKE SUSAN HILLS DR | 1040 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060840 | RICHARD LEE ANDERSON | 1030 LAKE SUSAN HILLS DR | 1030 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060850 | MICHAEL JAMES WINTERS | 1020 LAKE SUSAN HILLS DR | 1020 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060860 | PLASYNSKI PARTY FUND REV TRUST | 1010 LAKE SUSAN HILLS DR | 1010 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960090 | VERONICA PERTTU | 1000 LAKE SUSAN HILLS DR | 1000 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960100 | RYAN BRITT | 990 LAKE SUSAN HILLS DR | 990 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960110 | MARK W & LEANN R STEINER | 980 LAKE SUSAN HILLS DR | 980 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960120 | THOMAS L SUSAN C PIERCE-HOFFA HOFFA | 970 LAKE SUSAN HILLS DR | 970 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |

**ASSESSMENT ROLL**
**LAKE SUSAN HILLS AREA**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 253960130 | WARREN EDWARD MITCHELL | 960 LAKE SUSAN HILLS DR | 960 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960140 | ANDREA S BRECKNER | 950 LAKE SUSAN HILLS DR | 950 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960150 | SANAK REVOCABLE TRUST | 940 LAKE SUSAN HILLS DR | 940 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960160 | SUSAN A SAMPSON REV TRUST | 930 LAKE SUSAN HILLS DR | 930 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960170 | MARK W & JILL M LOWDER | 8511 DRAKE CT | 8511 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960180 | KATIE J TUCKER | 8523 DRAKE CT | 8523 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960190 | CONSTANCE JENNIFER DANKLE | 8535 DRAKE CT | 8535 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960200 | MARY A SEVERSON INTERVIVOS REV TRUST | 8547 DRAKE CT | 8547 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960210 | MYRON MOSER REVOCABLE TRUST | 8559 DRAKE CT | 8559 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960220 | THOMAS MICHAEL BADER | 8571 DRAKE CT | 8571 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960230 | BRIAN AND JENNIFER NASLUND REV TR | 8583 DRAKE CT | 8583 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960240 | MCKAY LIV TR | 8595 DRAKE CT | 8595 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960250 | MAREN ANGELA HART REV TR | 8607 DRAKE CT | 8607 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960260 | JAMES P WEBER | 8619 DRAKE CT | 8619 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960270 | MICHAEL J & KELLY A TURGEON | 8620 DRAKE CT | 8620 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960280 | PATRICK C & MARLYN S CAIN | 8608 DRAKE CT | 8608 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960290 | LAURA ANN O'HALLORAN HELMER | 8596 DRAKE CT | 8596 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960300 | COREY J & JANEEN M N WALTHER | 8584 DRAKE CT | 8584 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960310 | PATRIN FAMILY REVOCABLE TRUST | 8572 DRAKE CT | 8572 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960320 | JULIE D MATTSON REVOCABLE TRUST | 8566 DRAKE CT | 8566 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960330 | ANDREW & ANITA BRONSON | 8560 DRAKE CT | 8560 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960340 | MEGAN R LARKINS | 8536 DRAKE CT | 8536 DRAKE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960350 | TERRENCE P MCGINLEY | 920 LAKE SUSAN HILLS DR | 920 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960360 | TIMOTHY L & STACEY L N NICHOLS | 910 LAKE SUSAN HILLS DR | 910 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960370 | JOSEPH W PERKL | 900 LAKE SUSAN HILLS DR | 900 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960380 | WILLIAM AND JUDITH MONN REV TR | 890 LAKE SUSAN HILLS DR | 890 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960390 | RICHARD SHELL | 880 LAKE SUSAN HILLS DR | 880 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960400 | MARK N ARRINGTON REV TRUST | 870 LAKE SUSAN HILLS DR | 870 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960410 | KATHRYN ENGLER | 860 LAKE SUSAN HILLS DR | 860 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960420 | KELLY E WOODS | 850 LAKE SUSAN HILLS DR | 850 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960430 | STEVEN JOHN PROPP | 840 LAKE SUSAN HILLS DR | 840 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960440 | CARTER DELMONT BEBENSEE REV TRUST | 830 LAKE SUSAN HILLS DR | 830 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960450 | WARREN TYNER | 820 LAKE SUSAN HILLS DR | 820 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960460 | ALISSA MARIE REVAK | 810 LAKE SUSAN HILLS DR | 810 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960470 | MARK KAPLAN | 800 LAKE SUSAN HILLS DR | 800 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960480 | KEVIN T MANTON | 790 LAKE SUSAN HILLS DR | 790 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960490 | MARVEN EWEN | 780 LAKE SUSAN HILLS DR | 780 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960500 | MEGAN VOSS | 770 LAKE SUSAN HILLS DR | 770 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960510 | PENNY MILLER | 760 LAKE SUSAN HILLS DR | 760 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960520 | CHRISTOPHER W CHRISTIANSEN | 750 LAKE SUSAN HILLS DR | 750 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960910 | CHANHASSEN CITY | PO BOX 147 | | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960530 | KEVIN R BECKER | 740 LAKE SUSAN HILLS DR | 740 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960540 | MARK W & JULIE K TAINTOR | 730 LAKE SUSAN HILLS DR | 730 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960550 | JOSEPH P & DEBRA A LOCHNER | 710 LAKE SUSAN HILLS DR | 710 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960560 | ALAN R & BARBARA JOHNSON | 700 LAKE SUSAN HILLS DR | 700 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960570 | ADAM C EWALD | 690 LAKE SUSAN HILLS DR | 690 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960580 | JOHN BRADLEY LAWSON | 680 LAKE SUSAN HILLS DR | 680 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960590 | THE MARTEL REVOCABLE LIVING TRUST | 676 LAKE SUSAN HILLS DR | 676 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960600 | STEVEN M NOTCH | 660 LAKE SUSAN HILLS DR | 660 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960610 | JON & SARAH A BAKER | 650 LAKE SUSAN HILLS DR | 650 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960620 | CHRISTOPHER STEWART | 640 LAKE SUSAN HILLS DR | 640 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960900 | ELENA MARIE LOCKWOOD | 641 LAKE SUSAN HILLS DR | 641 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960890 | BRETT A & ANA ADAMS | 659 LAKE SUSAN HILLS DR | 659 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960880 | JOHN D & DENISE A BECKER | 675 LAKE SUSAN HILLS DR | 675 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960870 | DARREN ANDERSON | 701 LAKE SUSAN HILLS DR | 701 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960860 | TAYLOR B AUSTIN | 727 LAKE SUSAN HILLS DR | 727 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960850 | MICHAEL & SUZANNE MILACNIK | 751 LAKE SUSAN HILLS DR | 751 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960840 | E J CERCHIA TRUST | 761 LAKE SUSAN HILLS DR | 761 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960830 | TERRANCE L & KERI A BUISMAN | 771 LAKE SUSAN HILLS DR | 771 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960820 | DANIEL M & LORI K SCHMIDT | 781 LAKE SUSAN HILLS DR | 781 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |

ASSESSMENT ROLL

**LAKE SUSAN HILLS AREA**

2027 CITY PAVEMENT REHABILITATION PROJECT

CHANHASSEN MINNESOTA

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 253960810 | DOREEN C BECKMAN | 791 LAKE SUSAN HILLS DR | 791 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960800 | JAMES A EMERSON | 801 LAKE SUSAN HILLS DR | 801 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960790 | JAMIE SEGNER | 807 LAKE SUSAN HILLS DR | 807 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960780 | ANDREA BETH LARSON | 811 LAKE SUSAN HILLS DR | 811 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960770 | CORY WEAVER | 817 LAKE SUSAN HILLS DR | 817 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960760 | GEORGE T REISDORF | 823 LAKE SUSAN HILLS DR | 823 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960750 | ALAN R & MARY C SELF | 829 LAKE SUSAN HILLS DR | 829 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960740 | PATRICK J & CHERYL H FISCHER | 835 LAKE SUSAN HILLS DR | 835 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960730 | GARY BORKOWSKI | 841 LAKE SUSAN HILLS DR | 841 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960720 | MIKALA FINCK | 851 LAKE SUSAN HILLS DR | 851 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960710 | TR OF TIMOTHY AND NANCY PATTERSON | 861 LAKE SUSAN HILLS DR | 861 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960700 | THOMAS E II & MICHELLE M MILLS | 871 LAKE SUSAN HILLS DR | 871 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960690 | MEGAN CLEVELAND | 881 LAKE SUSAN HILLS DR | 881 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960680 | SHAWN P & SANDRA L MCNEILL | 891 LAKE SUSAN HILLS DR | 891 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960670 | LANCE L & SUZANNE M HUWALD | 901 LAKE SUSAN HILLS DR | 901 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960660 | TRL TRUST AGREEMENT | 911 LAKE SUSAN HILLS DRIVE | 911 LAKE SUSAN HILLS DRIVE | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960650 | CATHERINE TRAEGER-LEONG | 921 LAKE SUSAN HILLS DR | 921 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960640 | ALEC MCKINLEY | 931 LAKE SUSAN HILLS DR | 931 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960630 | DALE J & LINDA M HOLLAND | 8440 WEST LAKE DR | 8440 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040210 | RANDY J & LORI D MARQUETTE | 1101 DOVE CT | 1101 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040200 | MARTIN S & KIMBERLY SCHAEFERLE | 1111 DOVE CT | 1111 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040190 | DOUGLAS G & JACQUELYN JACOBSON | 1121 DOVE CT | 1121 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040180 | STEVEN J & MARGARET M DIMARCO | 1131 DOVE CT | 1131 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040170 | RAYMOND L & CELESTE M SCHENK | 1130 DOVE CT | 1130 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040220 | CHANHASSEN CITY | PO BOX 147 | PO BOX 147 | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040090 | JOHN H & ANDREA L HAWLEY | 1120 DOVE CT | 1120 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040080 | KEVIN BRYAN | 1110 DOVE CT | 1110 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040070 | KEVIN D & TERI S BURNS | 1100 DOVE CT | 1100 DOVE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040060 | WILLIAM J & KELLY K SCHULTE | 8420 WEST LAKE DR | 8420 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040050 | JOSEPH S & DESIREE M NOZLING | 8410 WEST LAKE DR | 8410 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040040 | PAMELA SUE LYNCH REV TRUST | 8400 W LAKE DR | 8400 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040030 | JAMES J HILGERS | 8390 WEST LAKE DR | 8390 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040020 | TUSHAR A PRADHAN | 8380 WEST LAKE DR | 8380 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040010 | JOSEPH MARK BLACKWELL | 8370 LAKE DR W | 8370 LAKE DR W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060520 | TORI SODERBERG | 1050 74TH ST | 8360 WEST LAKE DR | VICTORIA | MN | 55386 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060530 | FLORENT J & CATHERINE SOISSONS | 8350 WEST LAKE DR | 8350 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254140200 | LAKE SUSAN HILLS TWNHOMES ASS | 8418 ROSEWOOD DR | 8418 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 254140130 | HEATHER HURLEY-VANGERUD | 8410 BURLWOOD DR | 8410 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140120 | TERRENCE E O'TOOLE | 8418 BURLWOOD DR | 8418 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140110 | BRUCE A WACHUTKA | 8426 BURLWOOD DR | 8426 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140100 | GEORGE-ANN LILLIE | 8434 BURLWOOD DR | 8434 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140090 | RICHARDSON FAMILY TRUST THE | 8442 BURLWOOD DR | 8442 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140190 | THE STARK LIVING TRUST AGREEMENT | 8409 BURLWOOD DR | 8409 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140180 | RICHARD S & OLIVA H BLOOMBERG | 8417 BURLWOOD DR | 8417 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140170 | NANCY GIDDINGS | 8425 BURLWOOD DR | 8425 BURLWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140160 | JAMES ROBERT KELLY | 8472 ROSEWOOD DR | 8472 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140150 | STEVEN C BODE | 8466 ROSEWOOD DR | 8466 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140140 | MARLENE ANN BURRELL | 8460 ROSEWOOD DR | 8460 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140080 | JOHN J COPOULS | 5900 CLUB VALLEY RD | 8489 ROSEWOOD DR | SHOREWOOD | MN | 55331 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140070 | ARTHUR T AND LOUISE A MANNO JT LIV TR | 8483 ROSEWOOD DR | 8483 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140060 | DELANO F YOUNG | 8477 ROSEWOOD DR | 8477 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140050 | STANLEY TIEVA | 8471 ROSEWOOD DR | 8471 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140040 | LORRAINE C WILLIAMS REV TRUST | 8465 ROSEWOOD DR | 8465 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140030 | JERRIE J & JANICE E JOHNSON | 8459 ROSEWOOD DR | 8459 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140020 | CATHLEEN A HOLMES REVOCABLE TRUST | 8453 ROSEWOOD DR | 8453 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254140010 | CHANH & LOAN ANH NGUYEN | 8447 ROSEWOOD DR | 8447 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130160 | LAKE SUSAN HILLS TWNHOMES ASS | 8418 ROSEWOOD DR | 8418 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 254130010 | DONALD E & NANCY A CARDWELL | 8410 ROSEWOOD DR | 8410 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130020 | SWEE KEONG CHE-WAH HELENA YU TAN | 8414 ROSEWOOD DR | 8414 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130030 | TRUST AGREEMENT OF SARAH V ALLMAN | 8418 ROSEWOOD DR | 8418 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |

**ASSESSMENT ROLL**
**LAKE SUSAN HILLS AREA**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 254130040 | KENNETH EDWARD MAHER | 8422 ROSEWOOD DR | 8422 ROSEWOOD DR | CHANHASSEN | MN | 55317 | | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130150 | KEITH R KUPCHO | 8441 ROSEWOOD DR | 8441 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130140 | CHRISTINE M MEIER | 8437 ROSEWOOD DR | 8437 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130130 | ROSEMARY W SOLTIS | 8429 ROSEWOOD DR | 8429 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130120 | BERNARD CARPENTER | 8425 ROSEWOOD DR | 8425 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130110 | SUTTON FAMILY TRUST | 8417 ROSEWOOD DR | 8417 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130100 | RICHARD BRAUN | 8413 ROSEWOOD DR | 8413 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130090 | JANEEN M SCHMIDT-MOLLDREM | 8409 ROSEWOOD DR | 8409 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130080 | RODNEY & BONNIE M NELSON | 8399 ROSEWOOD DR | 8399 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130070 | KENNETH ANDERSON | 8395 ROSEWOOD DR | 8395 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130060 | A DOUGLAS NODLAND & LYNN NODLAND TRUST | 8391 ROSEWOOD DR | 8391 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254130050 | LORRAINE I POHLEN | 8387 ROSEWOOD DR | 8387 ROSEWOOD DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 254060550 | KENNETH JARVIS | 8351 W LAKE DR | 8351 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060540 | RYAN J SCHILLING | 8361 WEST LAKE DR | 8361 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040100 | RANDAL & LINDA FINGARSON JT REV LIV TR | 8371 WEST LAKE DR | 8371 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040110 | MICHAEL J & LISA M CLAUSEN | 8381 WEST LAKE DR | 8381 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040120 | RACHEL H OZDENAK | 8391 W LAKE DR | 8391 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040130 | CHRISTOPHER J & MARCIA MILLER | 8401 WEST LAKE DR | 8401 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040140 | DAVID K & JANET M FLASKERUD | 8411 WEST LAKE DR | 8411 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040150 | DANIEL S SCHWARTZ | 8421 LAKE DR W | 8421 LAKE DR W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254040160 | PETERSEN LIV TR | 8431 W LAKE DR | 8431 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960080 | ALYSSON C GEBAUER TR | 8441 W LAKE DR | 8441 W LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960070 | KIRK L & AMY J SAMPSON | 8451 WEST LAKE DR | 8451 WEST LAKE DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960060 | SCOTT W & LISA M NEBEL | 961 LAKE SUSAN HILLS DR | 961 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960050 | THOMAS AND LAURIE NILSSON LIVING TRUST | 971 LAKE SUSAN HILLS DR | 971 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960040 | TRENT SENSKE | 981 LAKE SUSAN HILLS DR | 981 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960030 | BRIA HOMSTAD | 995 LAKE SUSAN HILLS DR | 995 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960020 | JASON FLORIO | 1005 LAKE SUSAN HILLS DR | 1005 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 253960010 | JOANNA L EBELING | 1011 LAKE SUSAN HILLS DR | 1011 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 254060560 | MICHAEL LOSCALZO | 1071 LAKE SUSAN HILLS DR | 1071 LAKE SUSAN HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| | **TOTALS** | | | | | | **0.0** | **$0.00** | **148.0** | **$784,400.00** | **580.0** | **58.0** | **$36,250.00** | **$820,650.00** |

**ASSESSMENT ROLL**
**W 86TH STREET-TIGUA LANE AREA**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 255310570 | MISSION HILLS GARDEN HOMES HMOWNR ASSN | 6900 WEDGEWOOD RD N STE 250 | W 86TH ST | MAPLE GROVE | MN | 55311 | 0.0 | $0.00 | 0.0 | $0.00 | 0.0 | 0.0 | $0.00 | $0.00 |
| 255310530 | LAUREL J BOSECK | 592 MISSION HILLS DR | 592 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310540 | JARED A KRUEGER | 596 MISSION HILLS DR | 596 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310550 | PAMELA R MURRAY | 588 MISSION HILLS DR | 588 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310560 | ENDA BURGESS | 584 MISSION HILLS DR | 584 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310490 | LA D NGUYEN | 576 MISSION HILLS DR | 576 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310500 | TONI M JANSEN | 45900 POINT OF VIEW RD | 580 MISSION HILLS DR | CABLE | WI | 54821 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310510 | KELLY DONOVAN | 911 VICAR LN | 8540 MAYFIELD CT | ALEXANDRIA | VA | 22302 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310520 | NAIF FAREED | 8544 MAYFIELD CT | 8544 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310450 | KARLA K THOMSON | 8524 MAYFIELD CT | 8524 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310460 | JOAN M RUDDY | 8520 MAYFIELD CT | 8520 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310470 | SUSAN M LUDGATE | 8500 MAYFIELD CT | 8500 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310480 | JANICE HINKEMEYER | 8504 MAYFIELD CT | 8504 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310010 | GREGORY J MEUWISSEN | 593 MISSION HILLS DR | 593 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310020 | TOKEN REICHOW | 439 SUMMERFIELD DR | 589 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310030 | MARTHA BARRES | 585 MISSION HILLS DR | 585 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310040 | REVOCABLE TRUST OF STEPHEN R PLATT | 3930 TORRENS CT | 581 MISSION HILLS DR | NAPLES | FL | 34119 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310050 | CEDAR PROPERTIES LLC | 1118 S CEDAR LAKE RD | 565 MISSION HILLS DR | MINNEAPOLIS | MN | 55405 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310060 | DEBRA J MCGARRY | 569 MISSION HILLS DR | 569 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310070 | RHONDA BACKUS | 573 MISSION HILLS DR | 573 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310080 | MATHEW WELLUMSON | 577 MISSION HILLS DR | 577 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310410 | SUSAN M DEAN | 8525 MAYFIELD CT | 8525 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310420 | NANCY RHEAULT | 8521 MAYFIELD CT | 8521 MAYFIELD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310430 | DAVID F NICKOLAY | 552 MISSION HILLS DR | 552 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310440 | DIANE M DEPOE | 548 MISSION HILLS DR | 548 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310090 | JULIE KAY HOLTHUS | 561 MISSION HILLS DR | 561 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310100 | ELIZABETH L KURTT | 557 MISSION HILLS DR | 557 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310110 | MARILEE ROSE | 553 MISSION HILLS DR | 553 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310120 | JACQUELINE RAE OWEN | 549 MISSION HILLS DR | 549 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310130 | KATHY J MCKIM | 533 MISSION HILLS DR | 533 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310140 | PATRICIA A ELLINGSON | 537 MISSION HILLS DR | 537 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310150 | LYNETTE LAABS | 541 MISSION HILLS DR | 541 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310160 | THOMAS H BERGE | 629 YARBOROUGH WAY | 545 MISSION HILLS DR | THE VILLAGES | FL | 32163 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310370 | BEVERLY A FIEDLER | 540 MISSION HILLS DR | 540 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310380 | CAROL LAURO | 544 MISSION HILLS DR | 544 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310390 | DUANE D & DONNA M MOORE | 536 MISSION HILLS DR | 536 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310400 | CAROL A HUTTNER | 532 MISSION HILLS DR | 532 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310170 | DORIS PYLE | 529 MISSION HILLS DR | 529 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310180 | JOHN P BJORK REVOCABLE TRUST | 525 MISSION HILLS DR | 525 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310190 | JAMES P GRUNDHOFER | 517 MISSION HILLS DR | 517 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310200 | BERNARD M & JOANN C GAYTKO | 521 MISSION HILLS DR | 521 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310330 | ANDREW HERNANDEZ | 524 MISSION HILLS DR | 524 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310340 | ERIN GREER LORENZ | 528 MISSION HILLS DR | 528 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310350 | MICHAEL J MILLS | 520 MISSION HILLS DR | 520 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310360 | VICKIE L NOVAK | 516 MISSION HILLS DR | 516 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310210 | DAWN M GARDNER | 513 MISSION HILLS DR | 513 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310220 | JACQUELINE SWANSON | 509 MISSION HILLS DR | 509 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310230 | GREGORY AND BARBARA SELLS FAMILY TRUST | 3808 DOTTY ST | 505 MISSION HILLS DR | CARMICHAEL | CA | 95608 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310240 | FAYE JOHNSON | 1267 PIKE LAKE DR | 501 MISSION HILLS DR | NEW BRIGHTON | MN | 55112 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310290 | JEAN J KIM | 14181 PARKVIEW LN NW | 508 MISSION HILLS DR | PRIOR LAKE | MN | 55372 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310300 | DONELLE DEE RODMYRE TRUST | 512 MISSION HILLS DR | 512 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310310 | STACEY PETERSON | 484 FRISCO CT | 484 FRISCO CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310320 | ELIZABETH M SMITH | 480 FRISCO CT | 480 FRISCO CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310250 | RUTH C ELSBERRY | 500 MISSION HILLS DR | 500 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310260 | ROSEANNE MARIE BUDAHL | 504 MISSION HILLS DR | 504 MISSION HILLS DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310270 | THOMAS J BOURNE | 471 FRISCO CT | 471 FRISCO CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255310280 | THE ERICSSON FAMILY TRUST | 475 FRISCO CT | 475 FRISCO CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255300270 | BRIAN M & DAWN M RODELL RILEY | 8580 MISSION HILLS LN | 8580 MISSION HILLS LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 255300200 | DANE J SWENSON | 8581 MISSION HILLS LN | 8581 MISSION HILLS LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257410010 | HEATHER C MOE | 390 86TH ST W | 390 86TH ST W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |

**ASSESSMENT ROLL**
**W 86TH STREET-TIGUA LANE AREA**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 57410040 | TROY A & VIRGINIA L KAKACEK | 380 86TH ST W | 380 86TH ST W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257410030 | JASON HINRICHS | 370 W 86TH ST | 370 W 86TH ST | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257410020 | TODD JONATHAN HOOPS | 8590 TIGUA LN | 8590 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400070 | ZACHARY GENS | 8550 TIGUA LN | 8550 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400061 | MICHAEL A GRAY | 8510 TIGUA LN | 8510 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400060 | MICHAEL L SCHMILLEN | 8500 TIGUA LN | 8500 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400050 | JASON VOSKUIL | 8501 TIGUA LN | 8501 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400040 | RJC REV TR | 8521 TIGUA LN | 8521 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400030 | MITCH HUGDAHL | 8551 TIGUA LN | 8551 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400021 | CHRISTOPHER AND CARRIE SHOGREN JT REV TR | 8561 TIGUA LN | 8561 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400020 | GUY H SUPER II | 8571 TIGUA LN | 8571 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400011 | KENDALL J & KRISTINE R STRAND | 8581 TIGUA LN | 8581 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 257400010 | LENZ FAMILY TRUST | 8591 TIGUA LN | 8591 TIGUA LN | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 256590170 | CHANHASSEN CITY | PO BOX 147 | PO BOX 147 | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 255321380 | LUANN M MARKGRAF | 401 RICE CT | 401 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 255321370 | KAREN L BLENKER | 405 RICE CT | 405 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321360 | AUBREY C KING | 409 RICE CT # 136 | 409 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321350 | LORRELLE E LARSON | 413 RICE CT | 413 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321340 | HOANG MINH PHAM | 417 RICE CT | 417 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321330 | SUSAN M HEINEMANN | 421 RICE CT | 421 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 0.25532132 | CLAUDIA EDWARDS | 233 S 22ND ST | 425 RICE CT | ESCANABA | MI | 49829 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321310 | ALAN LAMSON | 429 RICE CT | 429 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321300 | MELISA ENTINGER | 418 RICE CT | 418 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321290 | PAUL THULIN | 422 RICE CT | 422 RICE CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321230 | TIERNEY DILLON | 430 MISSION HILLS WAY E | 430 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321240 | MATTHEW CHRISTENSEN | 434 MISSION HILLS WAY E | 434 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321250 | KURT ISAACSON | 438 MISSION HILLS WAY E | 438 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321260 | SARAH JEAN YAGER | 442 MISSION HILLS WAY E | 442 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321270 | DAVID PEDERSEN | 446 MISSIONS HILLS WAY E | 446 MISSIONS HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321280 | JOHN EICHLER SPECIAL NEEDS TR | 6888 W JEWELL DR | 450 MISSION HILLS WAY E | LAKEWOOD | CO | 80227 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320950 | MARGIE L WESTERGAARD | 425 MONK CT | 425 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320960 | ANNE THERESA JESKE | PO BOX 1041 | 421 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320970 | SUDEEP SHRESTHA | 7639 GRAND AVE S | 417 MONK CT | RICHFIELD | MN | 55423 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320980 | SHANNON HARER | 413 MONK CT | 413 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320990 | E JAMES MARTH C JAMES VALDIMORE | 409 MONK CT | 409 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321000 | PATRICIA M HEDTKE | 405 MONK CT | 405 MONK CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321010 | JAHNIE J ANDERSON | 429 MISSION HILLS WAY E | 429 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321020 | STEPHAN M BRINK | 433 MISSION HILLS WAY E | 433 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321030 | LUKAS HOWARD BECKER | 437 MISSION HILLS WAY E | 437 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321040 | NATE GILLICK | 441 MISSION HILLS WAY E | 441 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321050 | BRADLEY SCOTT MAPES | 445 MISSION HILLS WAY E | 445 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321060 | FLORIANO NOVOA | 449 MISSION HILLS WAY E | 449 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320870 | VALLEY VIEW PROPERTY MANAGEMENT LLC | 8622 VALLEY VIEW CT | 463 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320880 | JONATHAN EFFERTZ | 459 MISSION HILLS WAY E | 459 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320890 | CHARLES MOULDER | 455 MISSION HILLS WAY E | 455 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320900 | TERESA A KELLY | 451 MISSION HILLS WAY E | 451 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320910 | DARIN BUSCH | 456 HEARTLAND CT | 456 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320920 | MICANNA MARESH | 460 HEARTLAND CT | 460 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320930 | TRUDY BUFFENBARGER | 526 N WAYNE ST | 464 HEARTLAND CT | WARREN | IN | 46792 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320940 | BRENT SCHAEFER | 468 HEARTLAND CT | 468 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321150 | MISSION 470 LLC | 1514 KINGS VIEW DR | 470 MISSION HILLS WAY E | GRAND FORKS | ND | 58201 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321160 | ANNA V BJORK | 474 MISSION HILLS WAY E | 474 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321170 | NATHAN HICKS | 5585 YELLOWSTONE TRL | 478 MISSION HILLS WAY E | EXCELSIOR | MN | 55331 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321180 | SARA LUCY KALEY | 482 MISSION HILLS WAY E | 482 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321190 | AMY B CULLEN | 454 MISSION HILLS WAY E | 454 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321200 | SUDEEP SHRESTHA | 7639 GRAND AVE S | 458 MISSION HILLS WAY E | RICHFIELD | MN | 55423 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321210 | RYAN SCHMITT | 462 MISSION HILLS WAY E | 462 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255321220 | ROBERTA A JOHNSON | 466 MISSION HILLS WAY E | 466 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320800 | THOMAS L SIEVERS | 475 MISSION HILLS WAY E | 475 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320790 | JACK F SCHNEEWIND | 479 MISSION HILLS WAY E | 479 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |

**ASSESSMENT ROLL**
**W 86TH STREET-TIGUA LANE AREA**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 255320780 | BLAKE J LENTNER | 483 MISSION HILLS WAY E | 483 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320770 | MG INVESTMENTS LLC | 9413 36TH AVE N | 487 MISSION HILLS WAY E | MINNEAPOLIS | MN | 55427 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320760 | OWEN PETER CANNON | 491 MISSION HILLS WAY E | 491 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320750 | RICHARD P OHLENBERG | 495 MISSION HILLS WAY E | 495 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320860 | AARON SILBERNAGEL | 496 HEARTLAND CT | 496 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320850 | AARON D EITTREIM | 492 HEARTLAND CT | 492 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320840 | ROBERT A QUEVLI | 488 HEARTLAND CT | 488 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320830 | LJC INVESTMENTS OF MINNESOTA LLC | 9413 36TH AVE N | 484 HEARTLAND CT | NEW HOPE | MN | 55427 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320820 | KATHLEEN MCQUIRE | 480 HEARTLAND CT | 480 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320810 | TROY ASLESON | 3579 BLUE JAY WAY # 107 | 476 HEARTLAND CT | EAGAN | MN | 55123 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320710 | BARBARA HAIRSTON | 486 MISSION HILLS WAY E | 486 MISSION HILLS WAY E | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320720 | ELIZABETH BRADLEY WRIGHT | 13564 WESTERNESSE | 490 MISSION HILLS WAY E | HOPKINS | MN | 55305 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320730 | JOSEPH D PEPPARD LIV TR | 3815 20TH AVE S | 494 MISSION HILLS WAY E | MINNEAPOLIS | MN | 55407 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320740 | DIANE CLARK | 7818 DOVER LN | 498 MISSION HILLS WAY E | RICHMOND | TX | 77406 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320590 | MICHAEL J BENKOVIC | 511 HEARTLAND CT | 511 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320600 | ROXANNE K EDENBORG | 509 HEARTLAND CT | 509 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320610 | BRIAN P KEENAN | 8220 W LAKE CT | 505 HEARTLAND CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320620 | HEIDI ELLIOTT | 821 COUNTY ROAD 24 | 501 HEARTLAND CT | WATERTOWN | MN | 55388 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320630 | PRIYA MARIE TANDON | 8280 GILFILLAN AVE | 513 MISSION HILLS WAY W | CARVER | MN | 55315 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320640 | STACY L SEMLER | 517 MISSION HILLS WAY W | 517 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320650 | STEVEN M BURNS | 521 MISSION HILLS WAY W | 521 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320660 | EMILY JOHNSON | 525 MISSION HILLS WAY W | 525 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320470 | AWESOMENESS LLC | 14303 RAYMOND LN | 526 MISSION HILLS WAY W | EDEN PRAIRIE | MN | 55347 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320480 | JAMIE R HASZ | 3208 GEORGIA AVE S | 530 MISSION HILLS WAY W | MINNEAPOLIS | MN | 55423 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320490 | YURI FARBER | 9801 34TH AVE N | 534 MISSION HILLS WAY W | PLYMOUTH | MN | 55411 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320500 | PHYLLIS J RILEY | 538 MISSION HILLS WAY W | 538 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320510 | VI QUANG | 542 MISSION HILLS WAY W | 542 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320520 | BROOKE M OSMUNDSON | 1221 9TH AVE SE | 546 MISSION HILLS WAY W | ROCHESTER | MN | 55904 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320410 | NATHAN L THOMPSON | 545 MARSHLAND TRL | 545 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320420 | ZETTEL INVESTMENTS LLC | 6617 HIGHLAND PINES CIR | 541 MARSHLAND TRL | FORT MYERS | FL | 33966 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320430 | L&C INVESTMENTS LLC | 8143 ORCHID ST | 537 MARSHLAND TRL | VICTORIA | MN | 55386 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320440 | KAREN J CWAYNA DOUGHERTY | 533 MARSHLAND TRL | 533 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320450 | MARLENE L DUNSMORE | 529 MARSHLAND TRL | 529 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320460 | ANNE M SUDDENDORF | 7611 PRAIRIE FLOWER BLVD | 525 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320580 | MARIA DEES | 531 MISSION HILLS WAY W | 531 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320570 | MATTHEW GUBA | 535 MISSION HILLS WAY W | 535 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320560 | MARIE L & JEAN E ANDERSON | 539 MISSION HILLS WAY W | 539 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320550 | GORDON LEE LINDSTROM REV TRUST | 23680 MC LAIN RD | 543 MISSION HILLS WAY W | EXCELSIOR | MN | 55331 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320540 | HEATHER S VALITON | 547 MISSION HILLS WAY W | 547 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320530 | NAM T DUNG NGOC LAM NGUYEN | 551 MISSION HILLS WAY W | 551 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320340 | JILLIAN L STEEN | 559 MISSION HILLS WAY W | 559 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320330 | KAYLEE A PAULSON | 563 MISSION HILLS WAY W | 563 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320320 | JANE M VANDEN PLAS | 567 MISSION HILLS WAY W | 567 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320310 | PAMELA K KERBER REV TRUST AGREEMENT | 8743 VALLEY VIEW PL | 571 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320300 | COOPER GENE FORBROOK | 575 MISSION HILLS WAY W | 575 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320290 | EDWARD MILLER | 579 MISSION HILLS WAY W | 579 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320400 | JAY ANDREW ELLIOT | 4391 EVERGREEN DR | 580 BLACKBIRD CT | SAINT PAUL | MN | 55127 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320390 | BRENDA L BOATWRIGHT | 576 BLACKBIRD CT | 576 BLACKBIRD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320380 | BRETT HEWITT | 572 BLACKBIRD CT | 572 BLACKBIRD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320370 | GREGORY A MARTELL | 7760 ATHERTON WAY | 568 BLACKBIRD CT | EDEN PRAIRIE | MN | 55346 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320360 | RACHEL DAHL | 564 BLACKBIRD CT # 36 | 564 BLACKBIRD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320350 | CRAIG RUBENZER | 560 BLACKBIRD CT | 560 BLACKBIRD CT | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320130 | BRIAN NORDMANN | 550 MISSION HILLS WAY W | 550 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320140 | JULIE A STOLL | 554 MISSION HILLS WAY W | 554 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320150 | HEIDI L BUCKENTINE | 558 MISSION HILLS WAY W | 558 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320160 | VALERIE LUEBKE | 562 MISSION HILLS WAY W | 562 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320170 | CARLIE E GODFREY | 566 MISSION HILLS WAY W | 566 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320180 | JULIE L JORGENSON | 570 MISSION HILLS WAY | 570 MISSION HILLS WAY | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320070 | ROBERT J BAUER | 569 MARSHLAND TRL | 569 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320080 | KIM M FEIST | 565 MARSHLAND TRL | 565 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |

**ASSESSMENT ROLL**
**W 86TH STREET-TIGUA LANE AREA**
**2027 CITY PAVEMENT REHABILITATION PROJECT**
**CHANHASSEN MINNESOTA**

# DRAFT

| Parcel No. | Taxpayer | Mailing Address | Property Address | City | State | Zip Code | Mill & Overlay Street Unit (Each) | Mill & Overlay Street Assess. @ $3,050 Per Unit | Reclaim & Overlay Unit (Each) | Reclaim & Overlay Street Assess. @ $5,300 Per Unit | Reclaim & Overlay Assessable Trips | Reclaim & Overlay REU's | Reclaim & Overlay Street Assess. @ $625 Per Unit | Total Assessment Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 255320090 | ANNETTE SNEDDEN | 561 MARSHLAND TRL | 561 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320100 | MARY CARMEN CACHIMA LOPEZ | 557 MARSHLAND TRL | 557 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320110 | AMANDA AMOE | 553 MARSHLAND TRL | 553 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320120 | CAROLYN LATTERY | 549 MARSHLAND TRL | 549 MARSHLAND TRL | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320280 | MATTHEW R KLEY | 7590 FAWN HILL RD | 581 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320270 | MARK BOCHET | 583 MISSION HILLS WAY W | 583 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320260 | LANDAN FOLKEDAHL | 585 MISSION HILLS WAY W | 585 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320250 | DYLAN KONCAN | 587 MISSION HILLS WAY W # 25 | 587 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320240 | KAREN M ATKINSON | 589 MISSION HILLS WAY W | 589 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320230 | TAIWEI LI | 2501 CLOVER FIELD DR | 591 MISSION HILLS WAY W | CHASKA | MN | 55318 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320060 | 578 MISSION HILLS LLC | 2188 RED FOX CIR | 578 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320050 | ANDREW F ENGESSER | 582 MISSION HILLS WAY W | 582 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320040 | CAROL R VENEZIA | 586 MISSION HILLS WAY W | 586 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320030 | MARILOU PEDERSON | 4020 WOOD END DR | 590 MISSION HILLS WAY W | MINNEAPOLIS | MN | 55424 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320020 | MICHAEL T BREON | 594 MISSION HILLS WAY W | 594 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320010 | WILLIAM D JR HEINRICH & ROXANNE HEINRICH | 598 MISSION HILLS WAY W | 598 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320220 | ERIC J BORM & VALORIE D PEARSON | 1108 VILLAGE RD APT 3A | 593 MISSION HILLS WAY W | CHASKA | MN | 55318 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320210 | SHEREEN ADAM | 1012 JUNIPER CT | 595 MISSION HILLS WAY W | SHAKOPEE | MN | 55379 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320200 | ERIK LUNDGREN | 597 MISSION HILLS WAY W | 597 MISSION HILLS WAY W | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255320190 | DANIEL SCOTT LANES | 9201 GOLDEN VALLEY RD APT 213 | 599 MISSION HILLS WAY W | GOLDEN VALLEY | MN | 55427 | 0.0 | $0.00 | 0.0 | $0.00 | 10.0 | 1.0 | $625.00 | $625.00 |
| 255300370 | CHANHASSEN CITY | PO BOX 147 | | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 1.0 | $5,300.00 | 0.0 | 0.0 | $0.00 | $5,300.00 |
| 255330010 | MISSION HILLS SR HOUSING OWNER LLC | 620 ALDRICH DR | 620 ALDRICH DR | CHANHASSEN | MN | 55317 | 0.0 | $0.00 | 0.0 | $0.00 | 550.0 | 55.0 | $34,375.00 | $34,375.00 |
| | **TOTALS** | | | | | | **0.0** | **$0.00** | **19.0** | **$100,700.00** | **2360.0** | **236.0** | **$147,500.00** | **$248,200.00** |

# Building a Better World for All of Us®

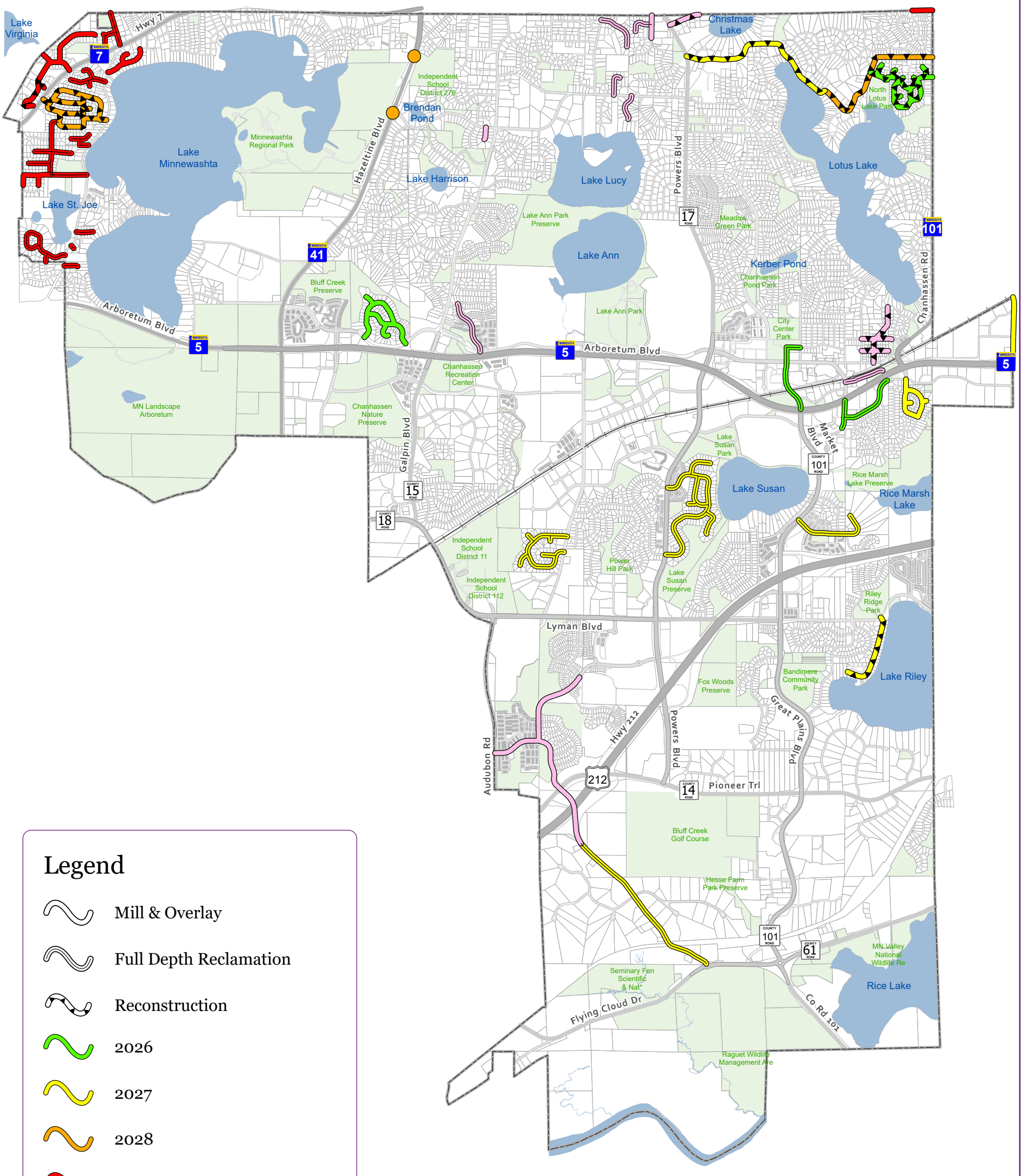
Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES

# City of Chanhassen

## 5-Year CIP Pavement Management Plan (PMP) - Streets (2026-2030)




## Legend

- Mill & Overlay
- Full Depth Reclamation
- Reconstruction
- 2026
- 2027
- 2028
- 2029
- 2030

N 0 3,000 Feet
W E
S 0 0.5 Mile

**Created By: City of Chanhassen - Engineering Department**
**Date Created: 12/8/2025**

Document Path: K:\Departments\Engineering\CIP\2026-2030\CIP_5Year_2026-2030.aprx

# Streets - 2027 Street Improvements

This budget represents both 27-01 and 27-02

## Overview

| | |
|---|---|
| **Request Owner** | Charlie Howley, PW Director/City Engineer |
| **Department** | Annual Pvmnt Mgmt Contracted |
| **Form Type** | Capital Improvement |
| **Request Type** | Street Construction/Reconstruction |
| **Project Number** | ST-012-2027 |

## Description

The 5-year Capital Pavement Management Plan identifies the planned streets for the next five years. The Plan is updated every fall to review priorities and needs, but generally intends to keep the overall condition index (OCI) average across all streets at 70 or higher.

The City uses a Pavement Management System in Cartegraph to monitor the condition of City streets. While proper preventative maintenance extends the life of the street and is cost-effective, a street will eventually deteriorate to a point that major maintenance is required. Rehabilitation projects exited the life of the street. In cases when utilities or poor subgrade needs to be replaced or where streets have deteriorated to a point where rehabilitation will no longer be practical, reconstruction of the street is necessary. A feasibility study is written to consider the merits of the project, scope of work, costs, and assessments.

The City has an Assessment Policy that identifies what and how much of the project is assessed to benefiting properties.

## Details

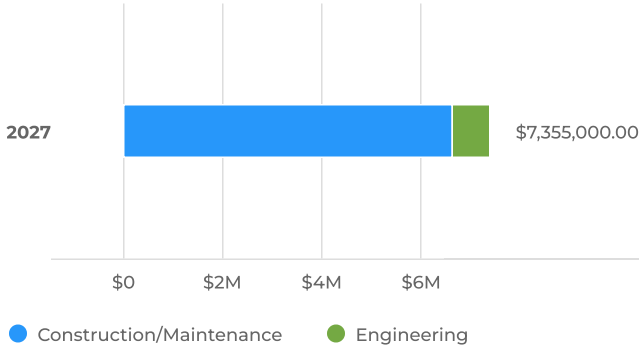
| | |
|---|---|
| **Type of Project** | Resurface Current Road |

## Capital Cost

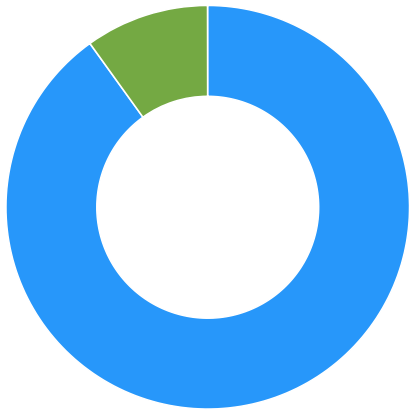
Total Budget (all years)
$7.355M

Project Total
$7.355M

Capital Cost by Year




Capital Cost for Budgeted Years



| | |
|---|---|
| Construction/Maintenance (90%) | $6,625,000. |
| Engineering (10%) | $730,000.00 |
| **TOTAL** | **$7,355,000.00** |

### Capital Cost Breakdown

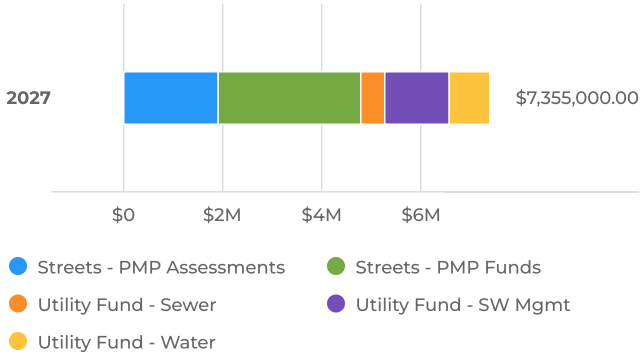
| Capital Cost | FY2027 | Total |
|---|---|---|
| Engineering | $730,000 | $730,000 |
| Construction/Maintenance | $6,625,000 | $6,625,000 |
| **Total** | **$7,355,000** | **$7,355,000** |

## Funding Sources

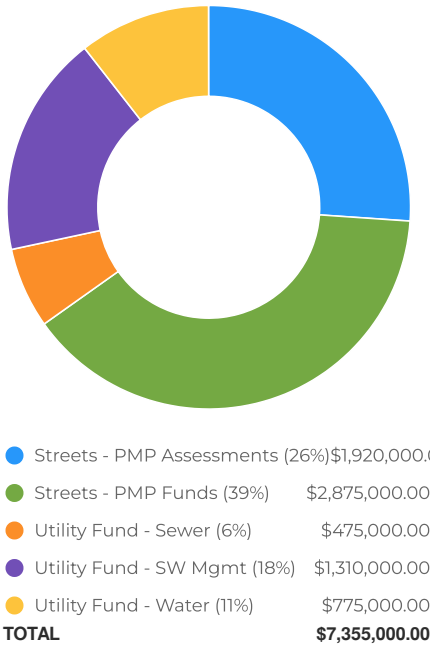
Total Budget (all years)
$7.355M

Project Total
$7.355M

Funding Sources by Year




Funding Sources for Budgeted Years




### Funding Sources Breakdown

| Funding Sources | FY2027 | Total |
|---|---|---|
| Streets - PMP Funds | $2,875,000 | $2,875,000 |
| Streets - PMP Assessments | $1,920,000 | $1,920,000 |
| Utility Fund - Water | $775,000 | $775,000 |
| Utility Fund - Sewer | $475,000 | $475,000 |
| Utility Fund - SW Mgmt | $1,310,000 | $1,310,000 |
| **Total** | **$7,355,000** | **$7,355,000** |

PMP Sum = $4,795,000

27-01 Budget:
PMP = $3,197,000 (74%)
Surface Water = $310,000 (7%)
Sanitary Sewer = $317,000 (7%)
Water = $517,000 (12%)
Total = $4,341,000

27-02 Budget:
PMP = $1,598,000 (53%)
Surface Water = $1,000,000 (33%)
Sanitary Sewer = $158,000 (5%)
Water = $258,000 (9%)
Total = $3,014,000

# Public Improvement Hearing
# 2027 City Pavement Rehabilitation Project

4 Local Street Improvement Projects in 2027

- Pleasant View Road (26-03) Hearing held on 8/10
- Lake Riley Boulevard (27-02) Hearing held on 9/14
- 2027 City Streets (27-01) Hearing tonight
- Bluff Creek Drive (27-03) Hearing scheduled for 10/26

City Council Meeting

September 28, 2026

# Tonight's Actions

- Discuss the improvements
- Host the Public Hearing
- Consider Accepting the Feasibility Study, Ordering the Project, and Authorizing Preparation of Plans and Specifications
- *Reminder: We are at concept stage. Final design details are not being approved tonight*




**Photo 1** Lake Susan Hills Area – Failing Street Surface

# Project Areas and Scope

- ~3.4 miles of bituminous pavement rehabilitation
- Spot replacement of concrete curb and sidewalk
- Spot repair of public utilities
- Minor drainage improvements
- ADA improvements




| Area | Length (miles) | OCI | Planned Rehab |
|---|---|---|---|
| 86th St / Tigua Ln | 0.5 | 32-43 | FDR |
| Chanhassen Estates | 0.6 | 42-68 | Mill & Overlay |
| Bluff Creek Estates | 0.8 | 37-71 | FDR |
| Lake Susan Hills | 1.6 | 9-53 | FDR |

# Estimated Project Cost

*The estimate includes a 5% contingency

| | BUDGET | FEASIBILITY ESTIMATE |
|---|---|---|
| Street (PMP) | $ 3,197,000 | $ 3,576,871 |
| Surface Water | $ 310,000 | $ 429,950 |
| Sanitary Sewer | $ 317,000 | $ 160,231 |
| Watermain | $ 517,000 | $ 644,052 |
| Total | $ 4,341,000 | $ 4,811,104 |

# Preliminary Assessment Summary

- Preliminary assessment amounts are based on the proposed rehabilitation technique proposed
- Final assessment amounts will be determined at the Assessment Hearing scheduled next spring (not tonight)
- Flat Rate assessment methodology is being used except for the 86th Street properties
  - 1 REU for the multi-family areas ($625/ea)
  - 55 REU's for Riley Crossing ($34,375)
- There are 548 properties proposed to be assessed
- Estimated 2027 Flat Rates:
  - Mill and Overlay $ 3,050
  - Full Depth Reclamation $ 5,300

  *Note: These amounts are an increase of ~3% over the 2026 flat rates*

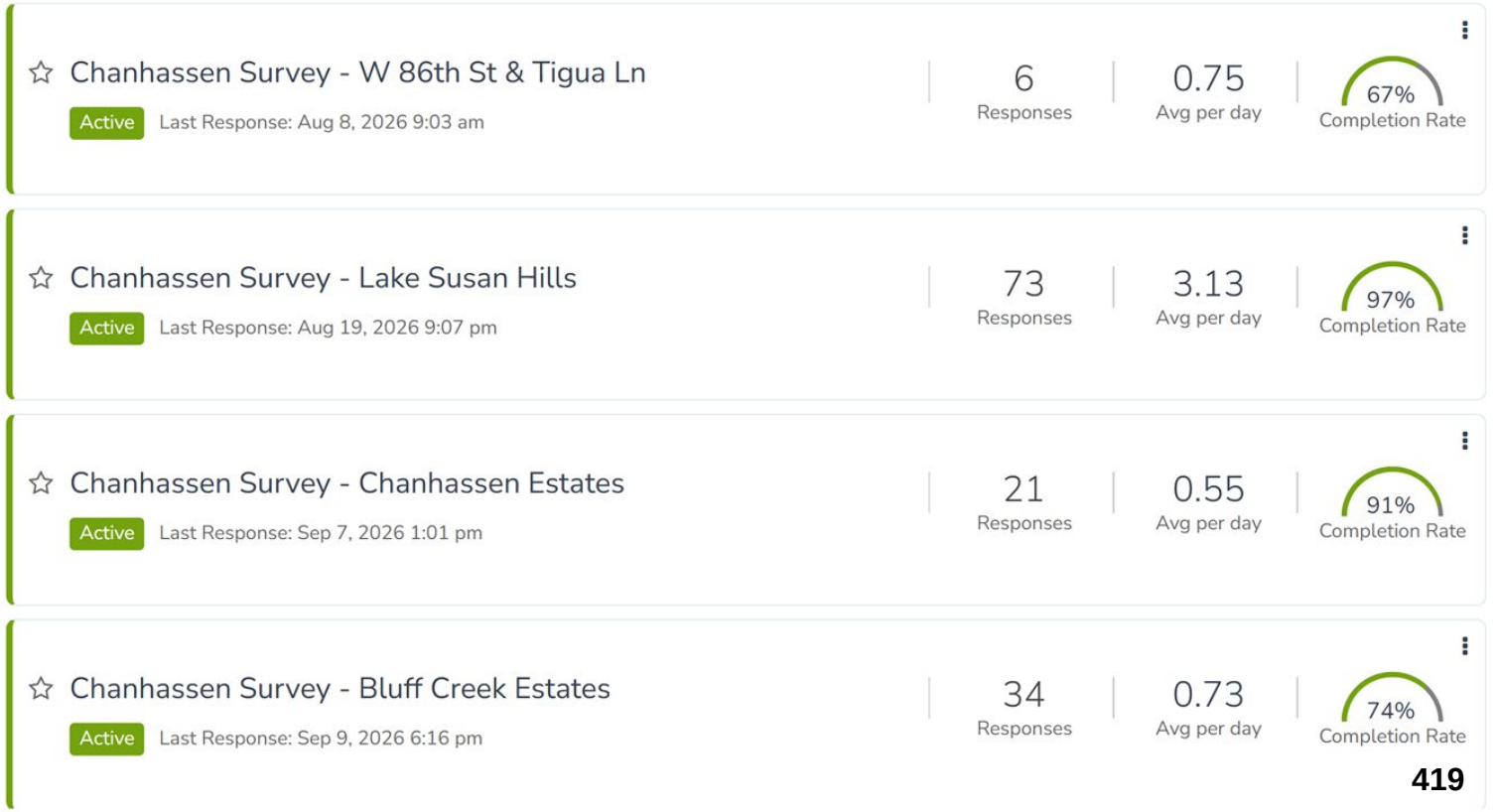


# Public Engagement Effort

- 5-yr CIP map on the City's webpage
- 1-yr advanced notification via postcard
- Project webpage, with Project Updates distributed via email (447 total subscribers)
- Mailed survey to assessed properties
- Open House hosted on September 16, 2026, at City Hall (~37 attendees)
  - Advertised via a mailer, city's website calendar, and SM outreach
  - Opportunity to complete a comment card
- Mailed notification letter announcing tonight's public hearing and preliminary assessment information
- Public notification in the Sun Sailor

# Feedback Summary

- Comparatively, beyond the survey comments, very few inquiries
  - 2 comment cards from the open house, minimal phone calls and emails
- 134 responses to the resident survey (very high response rate)
- Main themes:
  - How does the assessment work
  - What are the costs
  - Construction duration and access
  - Driveway repairs
  - Curb clearances
  - Isolated drainage concerns
  - It's about time



# Project Schedule

| Task | Date |
|---|---|
| Order the Improvements | September 28, 2026 |
| Approve Design & Authorize Bidding | January 2027 |
| Bid Opening | February 2027 |
| Public Open House #2 | March 2027 |
| Assessment Hearing – Award Construction Contract | April 2027 |
| Start Construction | May 2027 |
| Substantial Completion | November 2027 |

# Recommendation

- The project is necessary, feasible, and cost effective from an engineering and financing perspective
- Specific design decisions are not being made tonight
- Staff recommends proceeding with Ordering the Project and authorizing preparation of plans and specifications

Council Questions?

Followed by Public Hearing

# Proposed Motion

*“The Chanhassen City Council adopts a resolution accepting the feasibility study, ordering the improvements, and authorizing preparation of plans and specifications for the 2027 City Pavement Rehabilitation Project.”*

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# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**
*(Name and location or address)*

Chanhassen Community Center
1351 Bluff Creek Blvd
Chanhassen, MN 55317

**THE OWNER:**
*(Name, legal status and address)*

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

**THE ARCHITECT:**
*(Name, legal status and address)*

BKV Group
2222 North Second Street
Long & Kees Bldg, Suite 101
Minneapolis, MN 55401

**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.

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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.

#### § 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 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.

### § 1.2 Correlation and Intent of the Contract Documents

**§ 1.2.1** The Contract Documents are to be read and interpreted as a whole. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work and to require Contractor to provide the highest quality and greatest quantity consistent with the Contract Documents. If there are inconsistencies within or among part of the Contract Documents or between the

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Contract Documents and applicable standards, codes or ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements; either or all in accordance with the Architect's interpretation. The terms and conditions of this subparagraph 1.2.1 shall not relieve the Contractor of any of its obligations as set forth in Article 3.

.1 Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.

.2 If a minor change in the Work is necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Architect for approval by the Architect before making the change.

The Owner shall not be required to make any adjustment to either the Contract Sum or Contract Time because of any failure by the Contractor to comply with the requirements of this Subparagraph 1.2.1. Actual or alleged conflicts or inconsistencies between the Drawings and Specifications or other Contract Documents shall be brought to the Architect's and Architect's attention in writing, prior to performing the affected Work. The Architect's and Construction Manager's directions, as communicated through the Architect, shall be followed by the Contractor.

**§ 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.

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**§ 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 if a method for electronic transmission is set forth in the Agreement.

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

**§ 1.8 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. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 WORK IS TO PROCEED AS A NO-LIEN PROJECT IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA REGARDING PUBLIC PROJECTS. CONTRACTOR SHALL PROVIDE TO THE OWNER BOTH A LABOR AND MATERIAL PAYMENT BOND AND A PERFORMANCE BOND EACH IN THE AMOUNT OF THE CONTRACT PRICE PRIOR TO THE COMMENCEMENT OF WORK AS REQUIRED BY MINNESOTA STATUTES 574.26. THE CONTRACTOR, FOR ITSELF AND FOR ALL WHO CLAIM THROUGH THE CONTRACTOR, ACKNOWLEDGES AND AGREES: (I) THAT BECAUSE IT IS A PUBLIC PROJECT, NO LIEN SHALL ATTACH TO THE REAL ESTATE ON WHICH THE PROJECT IS LOCATED OR TO ANY IMPROVEMENTS NOW EXISTING OR TO BE CONSTRUCTED THEREON IN FAVOR OF THE CONTRACTOR OR ANY SUBCONTRACTOR, MECHANIC, JOURNEYMAN, LABORER, MATERIAL VENDOR, LESSOR OF TOOLS OR EQUIPMENT OR ANY OTHER PARTY WHO MAY FURNISH WORK, MATERIALS, EQUIPMENT, SERVICES, TOOLS OR MACHINERY FOR THE DESIGN OR CONSTRUCTION OF IMPROVEMENTS ON THE LAND. THE CONTRACTOR SHALL ALSO PROVIDE WRITTEN NOTICE OF THE NO-LIEN STATUS OF THIS PROJECT TO ALL OF ITS SUBCONTRACTORS, MATERIAL SUPPLIERS, EQUIPMENT LESSORS AND OTHERS THAT PROVIDE LABOR, MATERIAL, EQUIPMENT AND/OR SERVICES FOR THE PROJECT. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ARCHITECT HARMLESS FROM ANY SUIT, LIEN, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES.

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**§ 2.2**

[Not Used]

**§ 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 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. 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 persistently and willfully fails to carry out Work in accordance with the Contract Documents, and fails within a 10-day period after receipt of written notice from the owners to commence and continue correction of such work, 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, 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

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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 sole 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.

**§ 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 personal observations with requirements of the Contract Documents.

**§ 3.2.2** The Contractor shall, before starting each portion of the Work, review 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 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 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 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 unless the Contractor recognized such error, inconsistency, omission, difference, or nonconformity and knowingly failed to report it.

### § 3.3 Supervision and Construction Procedures

**§ 3.3.1** The Contractor shall coordinate 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

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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. Nothing in this paragraph, or in any other portion of these General Conditions, the Agreement, or any of the Contract Documents is meant to nor shall create a duty owed by the Contractor to any person or entity other than the Owner.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 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 reasonably 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** 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** The Contractor warrants to the Owner 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 or otherwise expressly permitted by the Contract Documents. 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. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Other than the above, the Contractor makes no other warranty, representation, or guarantee, whether express or implied, and such are expressly disclaimed.

**§ 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.

### § 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.

**§ 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** 10 **DAYS AFTER** THE **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 AN EQUITABLE ADJUSTMENT 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** IN WRITING, **STATING THE REASONS.**

**§ 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.

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**§ 3.9 Superintendent**

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.

**§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 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 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** 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.

**§ 3.12.5** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner 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. The Contractor, in making this representation, is relying on the Architect's having fully coordinated the design drawings.

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**§ 3.12.6** 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.

**§ 3.12.7** 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.

**§ 3.12.8** 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 and are specifically identified in an exhibit to the Contract, 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.

**§ 3.12.8.1** 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 3.12.8, 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.

**§ 3.12.8.2** 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 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.

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**§ 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 by Contractor**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, including the Owner's agents and employees, 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, 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, except to the extent such claim, damage, loss, or expense is caused by an act or omission of 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 3.18.1.

**§ 3.18.2** 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.

**§ 3.18.3 Indemnification by Owner and Affiliates**

To the fullest extent permitted by law, the Owner and its affiliates shall indemnify and hold harmless the Contractor, including the Contractor's agents, employees, Subcontractors, and Consultants from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent acts of the Owner and its affiliates, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused by an act or omission of 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.

## 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.

**§ 4.1.3** INTERPRETATIONS AND DECISIONS OF THE ARCHITECT WILL BE CONSISTENT WITH THE INTENT OF, AND REASONABLY INFERABLE FROM, 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 CONTRACTOR, AND WILL NOT BE LIABLE FOR RESULTS OF INTERPRETATIONS OR DECISIONS RENDERED IN GOOD FAITH.

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**§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents 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 is 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 Architect 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 as to cause no delay in the Work, or in the activities of the Owner, Contractor, or separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. 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.

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**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives. 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 inferable from, 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 Owner'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.

## 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 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 Owner may notify the Contractor whether the Owner (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner 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 has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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**§ 5.2.3** If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 responsively in submitting names as required.

**§ 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. Each subcontract agreement shall preserve and protect the rights of the Owner 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 copies of the Contract Documents to which the Subcontractor will be bound, ands. 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 cooperate with them. The Contractor shall participate with

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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 and Contract Sum deemed necessary after a joint review and mutual agreement.

**§ 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 known 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 then apparent or reasonably discoverable.

**§ 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 a 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, with twenty-four (24) hours written notice to the Contractor, 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.

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**§ 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 and stating a proposed basis for the change 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** The Construction Change Directive shall provide 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;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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 Contractor believes the Architect's determination is less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

**§ 7.3.4** 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:

.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; and

.5 Costs of supervision and field office personnel directly attributable to the change.

**§ 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,

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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.

### § 7.4 Minor Changes in the Work

The Owner 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 Owner'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 Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Owner's order for a minor change without prior notice to the Owner 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, subject to the Contractor's right to assert a claim for additional costs and/or time pursuant to Article 15.

## 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 as established in 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.

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**§ 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 (1) by changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, epidemics (including COVID-19), adverse governmental actions, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending mediation and binding dispute resolution; or (4) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be reasonably extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time 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.

**§ 8.3.4 Force Majeure**

**§ 8.3.4.1** Events of "Force Majeure" shall consist of the following: Acts of God, unusual or severe weather events, acts of war, terrorist acts, riots or other civil unrest, newly announced or enacted governmental restrictions or other acts by governmental bodies (local, national or foreign), including but not limited to the imposition of tariffs or other trade restrictions, labor disputes (excluding disputes with laborers on the Project), labor shortages (including but not limited to the unavailability of qualified and properly trained labor forces), unavoidable material shortages, unusual transportation delays, unusual delays in obtaining necessary permits granted by applicable governmental authority, vandalism, fire, flood, earthquake or other natural disaster or any other casualty loss, or any other events beyond the reasonable control of the Contractor (except those set forth in Section 8.3.1).

**§ 8.3.4.2** If the Contractor is delayed at any time in the commencement or progress of the Work by an event of Force Majeure, the Contractor shall provide written notice to the Owner within a reasonable time after the Contractor first recognizes the occurrence of any event of Force Majeure and has assessed its impact to the Project. In the event of Force Majeure, the Contract Time shall be extended on a day-for-day basis for the entire period of time associated with the event of Force Majeure, and the Contract Sum shall be increased by the amount attributable to the Force Majeure event by Change Order, subject to the Owner's right to Object, pursue a Claim under Article 15, and a final determination of the Claim.

**§ 8.3.4.3** Notwithstanding the foregoing, if the cumulative amount of all delays due to weather is _____ (___) days or less, the Contractor shall bear its additional expenses and the Owner will bear its extra expenses. The date of Substantial Completion established in this Agreement shall include this initial _____ (___) day period. If the cumulative amount of all delays due to weather exceeds _____ (___) days, the Contract Time shall be extended, and the Contract Sum shall be increased as set forth in Section 8.3.4.2, subject to the Owner's right to object and pursue a claim under Article 15.

**§ 8.3.4.4** If an unavoidable material shortage or delay in delivery occurs, the Contractor shall have the obligation to use commercially reasonable efforts to substitute the delayed material with material or comparable kind and quality, or to substitute or supplement the delivery method, as the case may be, provided the Contractor obtains the Owner's prior consent, which shall not unreasonably be withheld. Anything to the contrary herein notwithstanding, if the Contractor substitutes the delayed material or substitutes or supplements the delivery method in accordance with this Section 8.3.4.4, and as a result the unavoidable material shortage or delay in delivery does not cause a delay to the critical path of the Work, then the unavoidable material shortage or delay in the delivery shall not be considered a Force Majeure event; provided, however, that any additional costs incurred by Contractor in avoiding such a delay shall be added to the Contract Sum by Change Order.

## 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.

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**§ 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. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 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.

**§ 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 determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price. Minn. Stat. § 290.92 requires that the City of Chanhassen obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

**§ 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. 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 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.

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**§ 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 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 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 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, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments to Subcontractors or suppliers for labor, materials or equipment;
- **.4** damage to the Owner or a Separate Contractor; or
- **.5** persistent 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** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its option, issue joint checks to the Contractor and to any Subcontractor or materials or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material of equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

**§ 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.

**§ 9.6.2** Prompt Payment to Subcontractors. In accordance with Minnesota law, the Contractor shall include, in all subcontracts and other agreements with its subcontractors and suppliers, a provision which requires the Contractor to pay any of its subcontractors and suppliers within 10 days of the Contractor's receipt of payment from the Owner, for undisputed services or supplies provided by the subcontractor or supplier. The provision shall also include the requirement that the Contractor shall pay interest of one and one-half percent (1.5%) per month or any part of a

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month to the subcontractor or supplier on any undisputed amount not paid on time to the subcontractor or supplier. The provision shall further provide that the minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10, for an unpaid balance of less than $100, the Contractor shall pay the actual penalty due to the subcontractor or supplier, and a subcontractor or supplier who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

**§ 9.6.3** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.4** 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.

**§ 9.6.5** 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.

**§ 9.6.6** 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.

**§ 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 , 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 for its intended use.

**§ 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 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 for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification

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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. 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 the 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

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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.

### § 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.

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**§ 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** To the extent that Owner continues to occupy any part of the Project site or adjacent property during construction, Owner shall be responsible for keeping its employees, invitees and other persons under its control out of the Project site.

**§ 10.2.9 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** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Nothing in this Section 10.3 or elsewhere in this contract shall be construed as a requirement that the Contractor perform any Work relating to a hazardous substance or material unless expressly required by the Contract Documents.

**§ 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

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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 by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred, including reasonable attorneys' fees and costs.

**§ 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, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 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.

**§ 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.

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**§ 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 Owner 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 Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor 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 Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, 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 Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner 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 or to the completed project or structure, or to the property adjacent to the Project site, 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. This Section 11.3.1 is expressly amended to allow Contractor to subrogate against Contractor's own subcontractors at any tier.

**§ 11.3.2** [Not Used.]

**§ 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.

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**§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner 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 the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner 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. In addition, the Owner shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Architect, their consultants, any engineer hired by the Owner, and/or by any other contractor under contract with the Owner or anyone directly or indirectly employed by any such party, or anyone for whose acts such parties may be liable.

**§ 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 and to make a claim for breach of warranty, 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. 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.

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**§ 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.

### § 12.3 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.

### § 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, including those obligations incurred prior to the date of the assignment. 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 entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals as provided for in the Contract Documents. 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 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,

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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; or
- **.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.

**§ 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, persistent 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 60 days in any 365-day period, whichever is less.

**§ 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 by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 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 persistently 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.

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**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- **.1** persistently 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** persistently 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 and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** 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.

**§ 14.3 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 up to the date of termination; costs incurred by reason of the termination, including costs

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attributable to termination of Subcontracts; and reasonable overhead and profit on work not executed. The payments referenced in this paragraph are not the exclusive remedy of the Contractor. Such payments are instead cumulative of any other rights, claims, or entitlements the Contractor may possess, including but not limited to, claims arising out of a breach of the Agreement by the Owner prior to termination for convenience, claims arising from some other provision of the Agreement or these General Conditions, and/or claims arising under common law.

## 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.

#### § 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.

**§ 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

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, 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, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and had an adverse effect on the scheduled construction.

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**§ 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 but is not limited to

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, diminution in value, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages 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**

[Not Used.]

**§ 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** 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. Signed agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 15.4 Arbitration**

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[Not Used.]

**§ 16.1 Data Practices**

THE CONTRACTOR MUST COMPLY WITH THE MINNESOTA GOVERNMENT DATA PRACTICES ACT, MINNESOTA STATUTES CHAPTER 13, AS IT APPLIES TO (1) ALL DATA PROVIDED BY THE OWNER PURSUANT TO THIS AGREEMENT, AND (2) ALL DATA, CREATED, COLLECTED, RECEIVED, STORED, USED MAINTAINED, OR DISSEMINATED BY THE CONTRACTOR PURSUANT TO THIS AGREEMENT. THE CONTRACTOR IS SUBJECT TO ALL THE PROVISIONS OF THE MINNESOTA GOVERNMENT DATA PRACTICES ACT, INCLUDING BUT NOT LIMITED TO THE CIVIL REMEDIES OF MINNESOTA STATUTES SECTION 13.08, AS IF IT WERE A GOVERNMENT ENTITY. IN THE EVENT THE CONTRACTOR RECEIVES A REQUEST TO RELEASE DATA, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE OWNER. THE OWNER WILL GIVE THE CONTRACTOR INSTRUCTIONS CONCERNING THE RELEASE OF THE DATA TO THE REQUESTING PARTY BEFORE THE DATA IS RELEASED. CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD THE OWNER, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS HARMLESS FROM ANY CLAIMS RESULTING FROM CONTRACTOR'S OFFICERS', AGENTS', OWNERS', PARTNERS', EMPLOYEES', VOLUNTEERS' ASSIGNEES' OR SUBCONTRACTORS' UNLAWFUL DISCLOSURE AND/OR USE OF PROTECTED DATA. THE TERMS OF THIS SECTION SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS AGREEMENT.

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*AIA® Document A201® – 2017*

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**PAGE 15:**

§ 1.2.1 The Contract Documents are to be read and interpreted as a whole. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work ~~by the~~and to require Contractor~~.~~ ~~The~~to provide the highest quality and greatest quantity consistent with 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 inferable from them as being necessary to produce the indicated results~~. If there are inconsistencies within or among part of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements; either or all in accordance with the Architect's interpretation. The terms and conditions of this subparagraph 1.2.1 shall not relieve the Contractor of any of its obligations as set forth in Article 3.

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. ~~The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

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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.

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.1Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.

.2If a minor change in the Work is necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Architect for approval by the Architect before making the change.

The Owner shall not be required to make any adjustment to either the Contract Sum or Contract Time because of any failure by the Contractor to comply with the requirements of this Subparagraph 1.2.1. Actual or alleged conflicts or inconsistencies between the Drawings and Specifications or other Contract Documents shall be brought to the Architect's and Architect's attention in writing, prior to performing the affected Work. The Architect's and Construction Manager's directions, as communicated through the Architect, shall be followed by the Contractor.

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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. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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 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.

§ 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~~

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~~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.~~

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~~§ 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.~~ Work is to proceed as a no-lien Project in accordance with the laws of the State of Minnesota regarding public projects. Contractor shall provide to the Owner both a Labor and Material Payment Bond and a Performance Bond each in the amount of the Contract Price prior to the commencement of Work as required by Minnesota Statutes 574.26. The Contractor, for itself and for all who claim through the Contractor, acknowledges and agrees: (i) that because it is a public project, no lien shall attach to the real estate on which the Project is located or to any improvements now existing or to be constructed thereon in favor of the Contractor or any Subcontractor, mechanic, journeyman, laborer, material vendor, lessor of tools or equipment or any other party who may furnish work, materials, equipment, services, tools or machinery for the design or construction of improvements on the land. The Contractor shall also provide written notice of the no-lien status of this Project to all of its Subcontractors, material suppliers, equipment lessors and others that provide labor, material, equipment and/or services for the Project. Contractor shall defend, indemnify and hold the Owner and Architect harmless from any suit, lien, damages, losses or expenses, including reasonable attorneys' fees.

§ 2.2

[Not Used]

§ 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.

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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~~persistently and willfully fails to carry out Work in accordance with the Contract Documents, and fails within a 10-day period after receipt of written notice from the owners to commence and continue correction of such work, 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.

§ 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~~sole authority to bind

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the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.2.2 ~~Because the Contract Documents are complementary, the~~The Contractor shall, before starting each portion of the Work, ~~carefully study and compare~~review 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.

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§ 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.

§ 3.5.1 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~~or otherwise expressly permitted by the Contract Documents. 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. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Other than the above, the Contractor makes no other warranty, representation, or guarantee, whether express or implied, and such are expressly disclaimed.

§ 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 unless the Contractor recognized such error, inconsistency, omission, difference, or nonconformity and knowingly failed to report it.

§ 3.3.1 The Contractor shall ~~supervise and direct~~coordinate 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. Nothing in this paragraph, or in any other portion of these General Conditions, the Agreement, or any of the Contract Documents is meant to nor shall create a duty owed by the Contractor to any person or entity other than the Owner.

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§ 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 reasonably 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~~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.

**PAGE 21:**

§ 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~~.

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~~10 days after the 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 in writing, stating the reasons. ~~If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~

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~~§ 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. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent 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.~~

~~§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~

§ 3.10.2 The Contractor, ~~promptly~~ after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. ~~If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction

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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.

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§ 3.12.~~10~~8.1 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~~8, 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.

§ 3.12.4 ~~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~~5 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~~, in making this representation, is relying on the Architect's having fully coordinated the design drawings.

§ 3.12.~~8 The Work shall be in accordance with approved submittals except that the~~6 The Contractor shall ~~not be relieved of responsibility for deviations from the requirements of~~perform no portion of the Work for which the Contract Documents ~~by the Architect's approval~~require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, ~~unless~~until 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~~respective submittal has been approved by the Architect.

§ 3.12.~~9~~7 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~~8 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 and are specifically identified in an exhibit to the Contract, 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.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's consultants, and~~including the Owner's 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, ~~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~~except to the extent such claim, damage, loss, or expense is caused ~~in part by~~by an act or omission of 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 3.18.1.

§ 3.12.~~10~~8.2 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.

§ 3.15.1 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.

§ 3.18 Indemnification by Contractor

**PAGE 25:**

§ 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~~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.

§ 3.18.3 Indemnification by Owner and Affiliates

To the fullest extent permitted by law, the Owner and its affiliates shall indemnify and hold harmless the Contractor, including the Contractor's agents, employees, Subcontractors, and Consultants from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent acts of the Owner and its affiliates, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused by an act or omission of 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.

§ 4.1.3 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, 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 Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

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§ 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~~is 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.

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§ 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~~, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents~~. 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 as to cause no delay in the Work, or in the activities of the Owner, Contractor, or separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. 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.

§ 4.2.13 The ~~Architect's~~ Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 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~~Owner 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~~Owner 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

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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.~~

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~~ands. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 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 cooperate with them. 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 and Contract Sum 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.~~

§ 6.2.2 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~~known 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 then apparent or reasonably discoverable.

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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 Contractor believes the Architect's determination is less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

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, with twenty-four (24) hours written notice to the Contractor, will allocate the cost among those responsible.

§ 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 and stating a proposed basis for the change 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

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revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.3 ~~If the~~The Construction Change Directive ~~provides~~shall provide for an adjustment to the Contract Sum~~, the~~. The adjustment shall be based on one of the following methods:

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The ~~Architect~~Owner 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~~Owner'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~~Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the ~~Architect's~~Owner's order for a minor change without prior notice to the ~~Architect~~Owner 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, subject to the Contractor's right to assert a claim for additional costs and/or time pursuant to Article 15.

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§ 8.1.3 The date of Substantial Completion is the date ~~certified by the Architect in accordance with~~as established in Section 9.8.

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. ~~By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.~~

§ 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~~(1) by changes ordered in the Work; (~~3~~2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, epidemics (including COVID-19), adverse governmental actions, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (~~4~~3) by delay authorized by the Owner pending mediation and binding dispute resolution; or (~~5~~4) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be reasonably extended for such reasonable time as the Architect may determine.

§ 8.3.4 Force Majeure

§ 8.3.4.1 Events of "Force Majeure" shall consist of the following: Acts of God, unusual or severe weather events, acts of war, terrorist acts, riots or other civil unrest, newly announced or enacted governmental restrictions or other acts by governmental bodies (local, national or foreign), including but not limited to the imposition of tariffs or other trade restrictions, labor disputes (excluding disputes with laborers on the Project), labor shortages (including but not limited to the unavailability of qualified and properly trained labor forces), unavoidable material shortages, unusual transportation delays, unusual delays in obtaining necessary permits granted by applicable governmental authority, vandalism, fire, flood, earthquake or other natural disaster or any other casualty loss, or any other events beyond the reasonable control of the Contractor (except those set forth in Section 8.3.1).

§ 8.3.4.2 If the Contractor is delayed at any time in the commencement or progress of the Work by an event of Force Majeure, the Contractor shall provide written notice to the Owner within a reasonable time after the Contractor first recognizes the occurrence of any event of Force Majeure and has assessed its impact to the Project. In the event of Force Majeure, the Contract Time shall be extended on a day-for-day basis for the entire period of time associated with the event of Force Majeure, and the Contract Sum shall be increased by the amount attributable to the Force Majeure event by Change Order, subject to the Owner's right to Object, pursue a Claim under Article 15, and a final determination of the Claim.

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§ 8.3.4.3 Notwithstanding the foregoing, if the cumulative amount of all delays due to weather is _____ (___) days or less,

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the Contractor shall bear its additional expenses and the Owner will bear its extra expenses. The date of Substantial Completion established in this Agreement shall include this initial ( ) day period. If the cumulative amount of all delays due to weather exceeds ( ) days, the Contract Time shall be extended, and the Contract Sum shall be increased as set forth in Section 8.3.4.2, subject to the Owner's right to object and pursue a claim under Article 15.

§ 8.3.4.4 If an unavoidable material shortage or delay in delivery occurs, the Contractor shall have the obligation to use commercially reasonable efforts to substitute the delayed material with material or comparable kind and quality, or to substitute or supplement the delivery method, as the case may be, provided the Contractor obtains the Owner's prior consent, which shall not unreasonably be withheld. Anything to the contrary herein notwithstanding, if the Contractor substitutes the delayed material or substitutes or supplements the delivery method in accordance with this Section 8.3.4.4, and as a result the unavoidable material shortage or delay in delivery does not cause a delay to the critical path of the Work, then the unavoidable material shortage or delay in the delivery shall not be considered a Force Majeure event; provided, however, that any additional costs incurred by Contractor in avoiding such a delay shall be added to the Contract Sum by Change Order.

§ 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.

§ 9.3.1.2 Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment ~~shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay~~during performance of the Work. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price. Minn. Stat. § 290.92 requires that the City of Chanhassen obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

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§ 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~~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.

§ 9.4.2 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

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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.

§ 9.5.1 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 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

.2third party claims filed ~~or reasonable evidence indicating probable filing of such claims~~, unless security acceptable to the Owner is provided by the Contractor;

.3failure of the Contractor to make payments ~~properly~~ to Subcontractors or suppliers for labor, materials or equipment;

.4 ~~reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;~~

~~.5 damage~~ to the Owner or a Separate Contractor;

~~.6reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or~~

~~.7 repeated~~ or

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.5 persistent failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.3 ~~When~~ If the ~~reasons for withholding certification are removed, certification will be made for amounts previously withheld~~Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its option, issue joint checks to the Contractor and to any Subcontractor or materials or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material of equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6.2 ~~The~~ Prompt Payment to Subcontractors. In accordance with Minnesota law, the Contractor shall ~~pay each Subcontractor, no later than seven days after~~include, in all subcontracts and other agreements with its subcontractors and suppliers, a provision which requires the Contractor to pay any of its subcontractors and suppliers within 10 days of the Contractor's 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 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor~~for undisputed services or supplies provided by the subcontractor or supplier. The provision shall also include the requirement that the Contractor shall pay interest of one and one-half percent (1.5%) per month or any part of a month to the subcontractor or supplier on any undisputed amount not paid on time to the subcontractor or supplier. The provision shall further provide that the minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10, for an unpaid balance of less than $100, the Contractor shall pay the actual penalty due to the subcontractor or supplier, and a subcontractor or supplier who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

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§ 9.6.43 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. ~~If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid.~~ Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

~~§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.~~

~~§ 9.6.6~~4 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.

§ 9.6.75 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.

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§ 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 the partial occupancy or use.

§ 9.6.86 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.

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.

§ 9.8.2 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.

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§ 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.

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§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a ~~hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a~~ material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), ~~encountered on the site by the~~ Contractor~~, the Contractor~~ shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Nothing in this Section 10.3 or elsewhere in this contract shall be construed as a requirement that the Contractor perform any Work relating to a hazardous substance or material unless expressly required by the Contract Documents.

§ 10.2.8 To the extent that Owner continues to occupy any part of the Project site or adjacent property during construction, Owner shall be responsible for keeping its employees, invitees and other persons under its control out of the Project site.

§ 10.2.9 Injury or Damage to Person or Property

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§ 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, including reasonable attorneys' fees and costs.

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§ 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 or to the completed project or structure, or to the property adjacent to the Project site, 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~~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.

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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. In addition, the Owner shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Architect, their consultants, any engineer hired by the Owner, and/or by any other

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contractor under contract with the Owner or anyone directly or indirectly employed by any such party, or anyone for whose acts such parties may be liable.

§ This Section 11.3.2 ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, 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.~~1 is expressly amended to allow Contractor to subrogate against Contractor's own subcontractors at any tier.

§ 11.3.2 [Not Used.]

**PAGE 41:**

§ 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 and to make a claim for breach of warranty, 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.

~~§ 12.2.4 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.~~

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~~.

§ 13.2.2 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, including those obligations incurred prior to the date of the assignment. The Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 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 as provided for in the Contract Documents. 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

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bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

.2An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

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.3Because 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; or

.4 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, repeatedpersistent 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 12060 days in any 365-day period, whichever is less.

§ 14.1.4 If the Work is stopped for a period of 60 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 repeatedlypersistently 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.

.1 repeatedlypersistently refuses or fails to supply enough properly skilled workers or proper materials;

.3repeatedlypersistently disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed up to the date of termination; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreementreasonable overhead and profit on work not executed. The payments referenced in this paragraph are not the exclusive remedy of the Contractor. Such payments are instead cumulative of any other rights, claims, or entitlements the Contractor may possess, including but not limited to, claims arising out of a breach of the Agreement by the Owner prior to termination for convenience, claims arising from some other provision of the Agreement or these General Conditions, and/or claims arising under common law.

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.

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§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, 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 Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes but is not limited to

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.1damages incurred by the Owner for rental expenses, for losses of use, income, profit, diminution in value, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2damages ~~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.

§ 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.~~

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~~§ 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.~~

~~§ 15.2.4 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~~

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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.

[Not Used.]

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§ 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. AgreementsSigned agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 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.

[Not Used.]

§ 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. 16.1 Data Practices

§ 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.

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~~§ 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.~~

**PAGE 48:**

Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner pursuant to this Agreement, and (2) all data, created, collected, received, stored, used maintained, or disseminated by the Contractor pursuant to this Agreement. The Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Contractor receives a request to release data, the Contractor must immediately notify the Owner. The Owner will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers' assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this section shall survive the cancellation or termination of this Agreement.

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# *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 15:41:49 CDT on 09/18/2026 under Order No. 20250153218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# 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 26th day of August in the year Two Thousand Twenty-six
*(In words, indicate day, month, and year.)*

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

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

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

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

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

Chanhassen Community Center
1351 Bluff Creek Blvd, Chanhassen, MN 5531
Chanhassen, MN 55317

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

BKV Group
222 North Second Street
Long & Kees Bldg, Suite 101
Minneapolis, MN 55401

The Owner and Construction Manager agree as follows.

THIS AGREEMENT AMENDS AND REPLACES THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, AIA DOCUMENT A133-2019 DATED 10/15/2025. THIS AGREEMENT COVERS LABOR AND INSTALLATION ONLY. MATERIAL AND EQUIPMENT PURCHASES ARE INCLUDED IN A SEPARATE AGREEMENT WHICH IS THE AIA DOCUMENT A103-2027 DATED 8/26/26. MATERIAL SHALL BE PURCHASED TAX EXEMPT BASED UPON CITY OF CHANHASSEN'S TAX-EXEMPT STATUS, AND RJM SHALL BE PURCHASING AGENT ON BEHALF OF CITY OF CHANHASSEN.

**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.

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.

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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, as described in Section 4.1.1:
*(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 proposed Chanhassen Bluffs Community Center will be an approximate 300,000-square-foot multi-use facility located at the southeast corner of the Avienda Development in Chanhassen, Minnesota. This community hub will include amenities such as an indoor walking track, field house, two sheets of ice, fitness and community rooms, and an indoor playground. The facility will also accommodate a future aquatic center expansion. The estimated overall project budget is $80 million, and the City aims to complete the project in time to host high school graduation ceremonies in June 2028.

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**§ 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 proposed project will include a building consisting of a two-story facility approximately 178,000 SF for a community center, plus 501 associated parking stalls.

**§ 1.1.3** The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
*(Provide total and, if known, a line item breakdown.)*

Thirty-five Million Two Hundred Fifty-two Thousand Two Hundred Forty Dollars and zero cents ($35,252,240) total labor project budget

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

**.1** Design phase milestone dates, if any:

Bid Documents complete spring 2026

**.2** Construction commencement date:

August 24, 2026

**.3** Substantial Completion date or dates:

660 days from the date of commencement of the work

**.4** Other milestone dates:

**§ 1.1.5** The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
*(Identify any requirements for fast-track scheduling or phased construction.)*

Construction manager shall perform all work in compliance with Minnesota Statutes §471.463

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager 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 Construction Manager 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.

**§ 1.1.7** Other Project information:
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

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**§ 1.1.8** The Owner identifies the following representative in accordance with Section 4.2:
*(List name, address, and other contact information.)*

City of Chanhassen
7700 Market Blvd
Chanhassen, MN 55317
Lauire Hokkanen, City Manager
Email: Lhokkanen@chanhassenmn.gov

**§ 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:
*(List name, address and other contact information.)*

Owner's representative will coordinate review with the City of Chanhassen CMAR project team.

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

**.1** Geotechnical Engineer:

Braun Intertec
11001 Hampshire Ave S
Bloomington, MN 55438

**.2** Civil Engineer:

Bolton-Menk
2638 Shadow Lane
Suite 200
Chaska, MN 55318

**.3** Other, if any:
*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

All other design and engineering disciplines required to fully engineer and design the project.

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

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

RJM Construction, LLC
Simon Mark, Project Manager
830 Boone Avenue North
Golden Valley, MN 55427
Phone: 612-297-4402
Email: simon.mark@rjmconstruction.com

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**§ 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.)*

Construction manager's staffing shall be as set forth in the construction Manager's proposal.

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:
*(List any Owner-specific requirements for subcontractor procurement.)*

Request for Qualifications (RFQ) and Request for Bids (RFB) and Construction Manager's proposal.

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

**§ 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 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. In the event of any inconsistency, conflict, or ambiguity between this Agreement and any other contract entered into by the Construction Manager relating to the Project, including AIA Document A103-2017, the provisions of AIA Document A133-2019, as modified by the Contract Documents and Supplementary Conditions, shall govern and control with respect to the Construction Manager's duties, authority, responsibilities, scheduling obligations, and coordination of the Project and separate contractors.

The Construction Manager acknowledges that its coordination, scheduling, administration, and management obligations under AIA Document A133-2019 are independent of and in addition to any obligations contained in AIA Document A103-2017. No provision of AIA Document A103-2017 shall be interpreted to diminish, limit, or excuse the Construction Manager's responsibilities established under AIA Document A133-2019.

### § 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 ensure that the prime contractors and their subcontractors and suppliers provide an adequate supply of workers, equipment and materials. The Construction Manager shall manage the prime contractors 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.

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**§ 2.2.1** Construction Manager is an independent contractor and not an agent of the Owner. Construction Manager shall be liable to the Owner for acts and omissions of Construction Manager and Construction Manager's Subcontractors and Suppliers of any tier, and their agents, employees and parties in privity of contract with any of them and anyone acting on behalf of any of them, and any other persons performing any of the Work directly or indirectly under contract with Construction Manager.

**§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction (as modified), 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** Deleted in its entirety.

**§ 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

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Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 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 Architect's review and the Owner's acceptance. Subject to written disclaimer or qualification from the Owner as to accuracy, the Construction Manager shall obtain the Architect's approval for the 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 Architect's review and 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 in the event that 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.

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**§ 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. All contracts for the Work shall be publicly bid in accordance with Minnesota Statutes, Section 471.345 and awarded by the Owner. The term "Subcontractors" used in this Agreement and in A201-2017 General Conditions shall mean the prime contractors that have bid for and been awarded contracts by the Owner, subject to assignment by Owner to Construction Manager.

**§ 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.

**§ 3.1.11.4** Construction Manager shall coordinate Owner-purchased and/or third party provided equipment with construction of the Project, including but not limited to coordination of mechanical and electrical needs with respect to the location and installation of the equipment and the timing of the delivery of the equipment. Construction Manager shall include deliveries of equipment in the construction schedule and will coordinate the Work to accommodate such deliveries.

**§ 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. 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

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

The Construction Manager's services shall include attendance at meetings with Chanhassen City Council members, city staff members, building construction officials, and other governmental officials as may be required for the development of the Project.

**§ 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 and Architect's review, and the Owner's 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 reasonably inferable therefrom. Such further development does not include material changes in scope, systems,

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kinds and quality of materials, finishes, or equipment, which, if required, and not reasonably deemed minor in nature, 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 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 for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 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** Delete in its entirety

**§ 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 and upon receipt of the Building Permit for the Project. 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.

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**§ 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, including such variances as may affect the Construction Manager's use of contingency and allowances, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

**§ 3.4 Coordination of Separate Contracts**

In its capacity as Construction Manager, and separate from its responsibilities as a contractor under any other Project contract, the Construction Manager shall coordinate, schedule, and manage the activities of all contractors and subcontractors performing Work at the Project site, including the Work performed by the Construction Manager under any separate contract with the Owner and contractors holding separate contracts with the Owner.

The Construction Manager shall prepare and maintain the Project Schedule and shall organize and direct the sequence and coordination of all Work to avoid conflicts, delays, interference, and duplication of effort.

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

**§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** Delete in its entirety

**§ 4.1.2** [Not Used.]

**§ 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

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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's Architect 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 and deemed appropriate, 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, so as 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.

**§ 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 any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. If requested, the Owner shall provide the Construction 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.)*

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Twenty Thousand Dollars ($20,000) lump sum, assumes 5 months of pre-construction per RFQ/RFP directive

**§ 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.)*

| Individual or Position | Rate |
|---|---|
| Project Executive | $215 |
| Project Manager | $165 |
| Estimator | $165 |
| MEP & Sustainability Coordinator | $195 |
| Virtual Design | $150 |
| Document Quality Control | $165 |

**§ 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 within five ( 5 ) months of the date of this Agreement, 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 upon presentation of the Construction Manager's invoice, unless disputed by the Owner in writing. Amounts unpaid thirty-five (35) 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. Amounts unpaid ( ) 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.)*

At the legal rate prevailing.

**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 shall be one and a half percent (1.50 %) of the Cost of the Work. The Construction Manager's Fee shall be invoiced as a stipulated sum based on the Guaranteed Maximum Price as stated in the Guaranteed Maximum Price Amendment.

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

For changes in the Work, the Construction Manager's Fee shall be one and one-half percent ( 1.50 %) of the increases in the Cost of the Work. There shall be no decrease in the Construction Manager's fee for deductive change orders.

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

Shall not exceed five percent (5%).

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed zero percent ( 0 %) 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.)*

The Owner and Construction Manager agree that the Construction Manager's failure to achieve Substantial Completion of the Work by the time period specified in Section 1.1.4.3 ("Scheduled Substantial Completion Date") will cause damages to the Owner that are difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Therefore, the Owner and Construction Manager agree that if Construction Manager fails to achieve Substantial Completion of the Work by the Scheduled Substantial Completion Date established at GMP, Construction Manager shall pay the Owner liquidated damages as follows: $3,500.00 per day for each day beyond the Scheduled Substantial Completion Date that the Project is delayed.

**§ 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.)*

**§ 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. In addition to Construction Manager's Fee, General Conditions and Contingency, the Guaranteed Maximum Price will be determined based upon public bids for prime contracts, which awarded bids will be assigned to Construction Manager for administration pursuant to subcontract agreements to be entered into between Construction Manager and the awarded bidder, as well as the General Conditions of the Contract for Construction, A201-2017 as modified Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

If the actual Cost of the Work and the Construction Manager's Fee total less than the Guaranteed Maximum Price, as may be adjusted by Changes to the Work, then the savings will be returned 100% to 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 may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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**§ 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.

**§ 6.4 POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL.**

**§ 6.4.1** In the event of significant delay or price increase of material, equipment or energy occurring during the performance of the contract through no fault of Contractor or its subcontractors, the contract sum, time of completion or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an items increases [5]% or more between the date of this Agreement and the date of installation.

**§ 6.4.2** The Owner upon receipt of notice of a significant price increase, shall advise Contractor within forty-eight (48) hours of an authorization to proceed with purchase of the specified equipment, building material or materials along with a corresponding increase to the Contract Sum, or of its intent to terminate this Agreement.

## 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** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 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 below:

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*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**Reimbursement rates per hours of service:**

Rates shall be subject to May 1 annual revisions to the Bargaining Laboring Agreements.

**Reimbursement rates per hours of service wherever employed in connection with the work as follows:**

- Project Principal / Vice President / Risk Management - $215.00/hour
- Project Executive/Chief Estimator - $215/hour
- Sr. Project Manager / MEP - $185/hour
- Project Manager / Estimator - $165/hour
- Scheduler/BIM - $180/hour
- Project Engineer / Estimating Engineer - $120/hour
- Project Administration / Accounting - $90/hour
- General Superintendent - $180/hour
- Safety Director - $165/hour
- Quality Control Director - $165/hour
- General Foreman/Field Superintendent - $160/hour

Rates shall be subject to May 1 annual revisions.

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs 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, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** Deleted in its entirety

**§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Owner payment obligations to Construction Manager, and the Construction Manager payment obligations to subcontractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes Section 471.425, specifically including the requirement that the Construction Manager pay subcontractors within ten (10) days of receipt of payment from the Owner.

**§ 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.

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**§ 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 for temporary facilities, machinery, equipment, 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 removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Reasonable costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Reasonable costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Reasonable 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** Premiums for insurance and bonds required by the Contract Documents.

1. General Liability Insurance rate $8.90/$1,000 revenue.
2. Builders Risk Insurance rate $2.50/$1,000 revenue.
3. Performance Bond rate 0.58% of the GMP amount.
4. Premiums for Subcontractor Bonds or Subcontractor Default Insurance (SDI); Subcontractor Bonds will vary dependent on rates determined by awarded subcontractor. SDI rate is 1.25% of subcontract value. SDI may be substituted for Subcontractor Performance Bonds if it is determined to be more cost-effective at the time of GMP. Subcontractor payment bonds will be required regardless.

**§ 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.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 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, but only if approved in advance by Owner in writing.

**§ 7.6.5.1** [Not Used.]

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**§ 7.6.6** Costs for communications services, electronic equipment, and software, related to the Work and located at the site, with the Owner's prior approval.

Technology fee rate is $8.90 per management labor hour.

**§ 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** [Not Used]

**§ 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, with the Owner's prior approval.

**§ 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 provided such costs are approved in advance by the Owner in writing.

**§ 7.6.12** Any overtime premium or shift differential expense to be incurred by the Construction Manager for hourly workers shall require Owner's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Construction Manager is required to work overtime as a result of an inexcusable delay or other coordination problems cause by the Construction Manager or anyone the Construction Manager is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will not be reimbursable costs.

**§ 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.

**§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of 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,

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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 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;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** 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;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- **.9** Costs for services incurred during the Preconstruction Phase;
- **.10** Legal, mediation, or arbitration costs, however incurred
- **.11** Drug testing for new hires or current employees, incentive or bonus programs (including safety), accounting and EEO and targeted business compliance staff or seminars.
- **.12** Off-site file storage
- **.13** Charges for mobile telephone including air time and data charges
- **.14** Costs for vacation, holiday, sick, and training time for Construction Manager's supervisory staff

## 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 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 deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its

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responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.**[Not Used.]

**§ 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. Without limiting the preceding sentence, the detailed records must include a record of all sales taxes paid by subcontractors for materials and supplies used in and equipment incorporated into the Project, together with supporting invoices that show the date of the taxable transaction, a description of the materials, supplies, or equipment on which sales tax was paid, the amount of sales tax paid, and the state to which the taxes were paid. The accounting and control systems shall be satisfactory to the Owner. 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 years after final payment, or for such longer period as may be required by law. All accounting records shall be maintained by the Construction Manager in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Construction Manager on a "cost-plus" basis with the Owner's consent shall have the same obligations to retain records and cooperate with audits as required of the Construction Manager under this Section. If any inspection by the Owner or the Owner's auditors of the Construction Manager's accounting records reveals an overcharge, the Construction Manager shall promptly refund to the Owner the amount of the overcharge and shall reimburse Owner for its expenses incurred to audit the Construction Manager's records.

**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:

**§ 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 amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment. Owner payment obligations to Construction Manager and Construction Manager payment obligation to the prime contractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes, Section 471.425, specifically including subdivision 4a requiring the Construction Manager to pay subcontractors within 10-days of receipt of payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

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**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit 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;

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.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 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;

.5 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

.6 Retainage withheld pursuant to Section 11.1.8.

**§ 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:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)

The Owner and the Construction Manager must comply with Minnesota Statutes Section 15.72 and Minnesota Statutes Section 337.10 regarding retainage payments.

**§ 11.1.8.1.1** The following items are not subject to retainage:
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

None.

**§ 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.)*

Retainage shall be reduced to 2.5 percent (2.5%) upon Substantial Completion.

**§ 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:
*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

**§ 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. Upon Substantial Completion as defined by Minn. Stat. § 541.051, subd. 1(a), all retainages and other amounts due to Construction Manager shall be paid to Construction Manager in full less one hundred fifty percent (150%) of the reasonable estimated costs of any

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incomplete Work and unsettled Claims. Such withheld amount shall be paid to Construction Manager monthly as such incomplete Work is completed and Claims are settled in accordance with Minnesota law.

**§ 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.

**§ 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;

**.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**.4** the Construction Manager has submitted as-built drawings required by the Contract Documents;

**.5** the Construction Manager has submitted all certifications, inspections and testing reports, operations and maintenance manuals, manufacturer, subcontractor and supplier warranties, and other close-out documentation required by the Contract Documents; and

**.6** the Construction Manager has submitted executed and notarized final releases of claims (including a release of claims against any bond for the Project), on Construction Manager's own behalf and on behalf of all of its Subcontractors, suppliers and other vendors (of every tier), for all Work performed for the Project;.

**§ 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.

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**§ 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:

**§ 11.2.3.1** If Construction Manager fails to pay any Subcontractors or suppliers amounts owed under their subcontracts, the Owner shall have the right, but not the obligation, to pay the unpaid Subcontractors and suppliers directly and subtract the amount paid from the Contract Sum.

**§ 11.2.3.2** Owner will at all times have the right to withhold from payment to the Construction Manager such amounts as may be necessary to protect the Owner from damages, costs, and expenses that have or may reasonably result from the Construction Manager's negligence or breach of the Contract Documents.

**§ 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. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from thirty (30) days after the date payment is due at the rate stated below.
*(Insert rate of interest agreed upon, if any.)*

%
One and one-half percent (1.5% per month in accordance with Minn. Stat. § 471.425 Subd. 4.

**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.)*

**§ 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

[ **X** ] Litigation in a court of competent jurisdiction

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[ ] Other: *(Specify)*

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

## 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.

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**§ 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' 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.)*

**§ 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.

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**§ 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**

**§ 14.3.1**

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than ($ ) for each occurrence and ($ ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($ ) per accident, and Two Million Dollars ( $2,000,000) in the aggregate 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.

**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less ($ ) each accident, ($ ) disease/each employee, and ($ ) disease policy limit.

**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.
The Construction Manager shall at all times during the term of this Agreement keep in force the following:

a. Commercial general liability insurance.

b. Professional liability insurance.

c. Workers' compensation insurance as required by Minnesota Statute.

d. Builder's Risk insurance and Builder's Risk insurance on the Direct Purchase Materials naming the City as the insured or as an additional insured.

The insurance required under this section shall be subject to review and approval of the Owner and shall provide a minimum coverage of $5 million for commercial and builder's risk, state statutory requirements for workers' compensation and $5 million for professional liability. The Construction Manager will provide the City with certificates for the above policies, with the City named as an additional insured under the commercial general liability insurance, within sixty (60) days of execution of this Agreement and on or before January 1 each year for any policies that have changed during the previous calendar year. The City shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained.

§ 8.**2** Indemnification and Insurance. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors, omissions, or intentional misconduct of the Construction Manager, its

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employees and its consultants in providing the services under this Agreement. For claims that are covered by the Construction Manager's commercial general liability or automobile liability insurance, the Construction Manager shall also be required to defend the Owner and the Owner's officers and employees from claims by third parties.

The Construction Manager further agrees that in order to protect itself as well as the Owner, under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following insurance coverages and minimum policy limits :

1) Commercial general liability $5 million each occurrence; and $10 million annual aggregate
2) Automobile liability $5 million combined single limit
3) Professional liability $5 million; $10,000,000 annual aggregate
4) Workers' compensation as required by Minnesota Statute. The Construction Manager shall also carry Employers' Liability Coverage with minimum limits as follows:

- $1,000,000 – Bodily Injury by Disease per employee
- $1,000,000 – Bodily Injury by Disease aggregate
- $1,000,000 – Bodily Injury by Accident

The required coverage may be met by use of umbrella/excess insurance. The Owner shall be named as an additional insured on the general liability and any umbrella policies on a primary and noncontributory basis.

The insurance required under this section shall be subject to review and approval of the Owner, and shall meet statutory limits of liability for a City under Minn. Stat. § 466.04, other state statutory requirements, the value of property being insured, and the anticipated level of risk involved with the Project. The Construction Manager will provide the Owner with certificates for the above policies within sixty (60) days of execution of this Agreement and on or before January 1 each year, or the date upon which the policies expire each year, for any policies that have changed during the previous calendar year. The Owner shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained.

To the extent damages are covered by property insurance under a builder's risk policy, the Owner and Construction Manager 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. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Construction Manager 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.

**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

| Coverage | Limits |
|---|---|
| RJM limits of insurance as per limits of RJM Certificate of Insurance. | |
| Excess Umbrella Liability – Five Million Dollars ($5,000,000) | |

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**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices 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 Construction Manager'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.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in 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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 14.5** Other provisions:

**§ 14.5.1 Non-Discrimination.** Construction Manager shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, gender identity, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any scope of work carried out by Construction Manager or any Subcontractors of any tier. The Construction Manager agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

**§ 14.5.2** The Construction Manager, its Subcontractors and the Owner must comply with the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Ch. 13, as it applies to all data provided by the Owner in accordance with this Contract and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Construction Manager in accordance with this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the Construction Manager, its Subcontractors or the Owner. In the event the Construction Manager or its Subcontractors receive a request to release the data referred to in this clause, the Construction Manager must immediately notify the Owner. The Owner will give the Construction Manager instructions concerning the release of the data to the requesting party before the data is released.

**§ 14.5.3** Pursuant to Minn. Stat., § 16C.05, subd. 5, Construction Manager agrees that the books, records, documents and accounting procedures and practices of Construction Manager, that are relevant to the Contract Documents or transaction, are subject to examination by the Owner, the Owner's auditor, and the state auditor for a minimum of six (6) years. Construction Manager shall maintain such records for a minimum of six (6) years after final payment.

**§ 14.5.4** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any modification or amendment of to this

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Agreement shall require a written agreement signed by both Parties. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota

**§ 14.5.5 Allocation of Section 179D Deduction to Construction Manager.** Owner acknowledges and represents that the project site where the Work is to be performed and all building improvement located on the same are government-owned buildings as Owner is a political subdivision and owns the property, building and other improvements where the Work is to be performed. Customer hereby allocates to Construction Manager all section 179D deductions related to the Work. Customer further acknowledges that Construction Manager is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at Owner's commercial building property described herein. Owner agrees to complete and execute the "form for allocation Deduction, which is attached hereto as Exhibit C and incorporated herein by reference. Owner also agrees to participate in an analysis, inspection and/or certification required by statute or otherwise deemed necessary by Construction Manager to ensure that the section 179 deduction is received.

## 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 at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified.

**.2** AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, as modified, if executed

**.3** AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as modified

**.4** AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

**.5** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

**.6** Other Exhibits:
*(Check all boxes that apply.)*

[ ] 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.)*

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**.7** Other documents, if any, listed below:

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*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Reference Exhibit C form for allocation of section 179D Deduction:

**§ 15.3 Other provisions:**

**§ 15.3.1** The Contractor shall comply with the requirements of Minn. Stat. § 471.425, subd. 4a, Prompt Payment to Contractor, which is incorporated herein by this reference.

**§ 15.3.2 Disclosure of Information**. All information, files, records, memoranda and other data of the Owner which the Owner provides to the Construction Manager of which the Construction Manager becomes aware of in the performance of its duties hereunder ("Owner Information") shall be deemed by the parties to be the property of the Owner. The Owner may authorize the Construction Manager to disclose the Owner Information to third parties in connection with the performance of its duties hereunder if the data is classified as public, or is otherwise authorized, under the Minnesota Government Data Practices Act.

**§ 15.3.3 Non-Discrimination**. During the performance of this Agreement, the Construction Manager shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, familial status, sexual orientation, status with regard to public assistance, disability or age. The Construction Manager shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non¬discrimination clause and stating that all qualified applicants will receive consideration for employment. The Construction Manager shall incorporate the foregoing requirements of this section in all of its subcontracts and will require all of its subcontractors to incorporate' such requirements in all subcontracts.

**§ 15.3.4 Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

| | |
|---|---|
| | DocuSigned by: Ted Beckman 7457525E7FAE414... |
| **OWNER** *(Signature)* | **CONSTRUCTION MANAGER** *(Signature)* |
| BY: | BY: Ted Beckman, President |
| *(Printed name and title)* | *(Printed name and title)* |
| | DS BB 9/21/2026 |

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## Exhibit C

## Allocation of Energy Efficient Building Deductions to Designer of Government-Owned Building

Under the US Tax Code, designers are eligible for a Federal tax deduction, if they are primarily responsible for the design of any government owned buildings that meet certain energy efficient standards. To receive this deduction, a representative of the government entity must determine the primary designer and assign the allocation deduction[1]. More information from the IRS on the allocation of this deduction is available at: http://www.irs.gov/irb/2008-14_IRB/ar12.html

_____ retains Walker Reid Strategies, third-party professionals to perform energy analysis, modeling, field work and certifications to determine whether the referenced property or properties, in fact, meet the criteria under the Internal Revenue Code 179D to allow for tax deductions. The Owner will also be provided with the summary analysis and reports detailing the findings and section 179D deduction amount. The Owner is not responsible for certification of the energy efficient commercial property.

**GOVERNMENT ENTITY BUILDING INFORMATION**

**ALLOCATION PERCENTAGE 100%**
**BUILDING NAME AND ADDRESS:** _____
**IN SERVICE DATE:** _____
**COST:** _____

[1]Section 3.01 of the Internal Revenue Service Notice 2008-40 states the following: "In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under §179D) that is installed on or in property owned by a Federal, State or local government or a political subdivision thereof, the owner of the property may allocate the §179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a §179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service."

This property or properties are owned by government entity _____ ("Owner")
Owner agrees and confirms that _____ ("Designer") had primary responsibility for complete design, including the technical specifications for the applicable energy efficient components of the referenced commercial building properties.

As such, Owner agrees to allocate the applicable tax deductions to the Designer as per 179D.

Under penalties of perjury, I declare that I have examined this allocation and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.[2][3]

_____ _____
Authorized Representative of Owner Date

Name: _____ Address: _____

Title: _____ Telephone: _____

_____

Authorized Representative of _____

Name: _____ Address: _____

Title: _____ Telephone: _____

[2]*Section 3.02 Designer of Government-Owned Buildings.* A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under §179D). A designer may include for example, an architect, engineer, contractor, environmental consultant, or energy services provider who creates the technical specifications for a new building, an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under §179D). A person that merely installs, repairs, or maintains the property is not a designer.
[3]Section 3.04 of Internal Revenue Service Notice 2008-40 requires signatures be made under good faith. Similar to U.S. income tax return, any intent to falsify affirmation or deliberately make inaccurate statements may be subject to penalties of perjury.

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# *Additions and Deletions Report for*
## *AIA® Document A133® – 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.

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**PAGE 1:**

AGREEMENT made as of the 26th day of August in the year Two Thousand Twenty-six

City of Chanhassen

7700 Market Blvd

PO Box 147

Chanhassen, MN 55317

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

-

Chanhassen Community Center
1351 Bluff Creek Blvd, Chanhassen, MN 5531
Chanhassen, MN 55317

BKV Group

222 North Second Street

Long & Kees Bldg, Suite 101

Minneapolis, MN 55401

THIS AGREEMENT AMENDS AND REPLACES THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, AIA DOCUMENT A133-2019 DATED 10/15/2025. THIS AGREEMENT COVERS LABOR AND INSTALLATION ONLY. MATERIAL AND EQUIPMENT PURCHASES ARE INCLUDED IN A SEPARATE AGREEMENT WHICH IS THE AIA DOCUMENT A103-2027 DATED 8/26/26. MATERIAL SHALL BE PURCHASED TAX EXEMPT BASED UPON CITY OF CHANHASSEN'S TAX-EXEMPT STATUS, AND RJM SHALL BE PURCHASING AGENT ON BEHALF OF CITY OF CHANHASSEN.

**PAGE 2:**

The proposed Chanhassen Bluffs Community Center will be an approximate 300,000-square-foot multi-use facility located

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at the southeast corner of the Avienda Development in Chanhassen, Minnesota. This community hub will include amenities such as an indoor walking track, field house, two sheets of ice, fitness and community rooms, and an indoor playground. The facility will also accommodate a future aquatic center expansion. The estimated overall project budget is $80 million, and the City aims to complete the project in time to host high school graduation ceremonies in June 2028.

**PAGE 3:**

The proposed project will include a building consisting of a two-story facility approximately 178,000 SF for a community center, plus 501 associated parking stalls.

Thirty-five Million Two Hundred Fifty-two Thousand Two Hundred Forty Dollars and zero cents ($35,252,240) total labor project budget

Bid Documents complete spring 2026

August 24, 2026

660 days from the date of commencement of the work

Construction manager shall perform all work in compliance with Minnesota Statutes §471.463

City of Chanhassen

7700 Market Blvd
Chanhassen, MN 55317

Lauire Hokkanen, City Manager

**PAGE 4:**

Email: Lhokkanen@chanhassenmn.gov

Owner's representative will coordinate review with the City of Chanhassen CMAR project team.

Braun Intertec

11001 Hampshire Ave S

Bloomington, MN 55438

Bolton-Menk

2638 Shadow Lane

Suite 200

Chaska, MN 55318

All other design and engineering disciplines required to fully engineer and design the project.

RJM Construction, LLC
Simon Mark, Project Manager
830 Boone Avenue North
Golden Valley, MN 55427

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Phone: 612-297-4402
Email: HYPERLINK "mailto:simon.mark@rjmconstruction.com" simon.mark@rjmconstruction.com

Construction manager's staffing shall be as set forth in the construction Manager's proposal.

Request for Qualifications (RFQ) and Request for Bids (RFB) and Construction Manager's proposal.

**PAGE 5:**

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~~ In the event of any inconsistency, conflict, or ambiguity between this Agreement and any other contract entered into by the Construction Manager relating to the Project, including AIA Document A103-2017, the provisions of AIA Document A133-2019, as modified by the Contract Documents and Supplementary Conditions, shall govern and control with respect to the Construction Manager's duties, authority, responsibilities, scheduling obligations, and coordination of the Project and separate contractors.

The Construction Manager acknowledges that its coordination, scheduling, administration, and management obligations under AIA Document A133-2019 are independent of and in addition to any obligations contained in AIA Document A103-2017. No provision of AIA Document A103-2017 shall be interpreted to diminish, limit, or excuse the Construction Manager's responsibilities established under AIA Document A133-2019.

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~~ensure that the prime contractors and their subcontractors and suppliers provide an adequate supply of workers, equipment and materials~~; and~~. The Construction Manager shall manage the prime contractors 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.

§ 2.2.1 Construction Manager is an independent contractor and not an agent of the Owner. Construction Manager shall be liable to the Owner for acts and omissions of Construction Manager and Construction Manager's Subcontractors and Suppliers of any tier, and their agents, employees and parties in privity of contract with any of them and anyone acting on behalf of any of them, and any other persons performing any of the Work directly or indirectly under contract with Construction Manager.

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction (as modified), 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.

**PAGE 6:**

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§ 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.~~Deleted in its entirety.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written~~building information modeling and digital data protocols for the ~~development, use, transmission, reliance, and exchange of digital data, including building information models for the Project~~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.

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 Architect's review and the Owner's acceptance. ~~The~~ Subject to written disclaimer or qualification from the Owner as to accuracy, the Construction Manager shall obtain the Architect's approval for the 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.

**PAGE 7:**

§ 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. All contracts for the Work shall be publicly bid in accordance with Minnesota Statutes, Section 471.345 and awarded by the Owner. The term "Subcontractors" used in this Agreement and in A201-2017 General Conditions shall mean the prime contractors that have bid for and been awarded contracts by the Owner, subject to assignment by Owner to Construction Manager.

§ 3.1.11.4 Construction Manager shall coordinate Owner-purchased and/or third party provided equipment with construction of the Project, including but not limited to coordination of mechanical and electrical needs with respect to the location and installation of the equipment and the timing of the delivery of the equipment. Construction Manager shall include deliveries of equipment in the construction schedule and will coordinate the Work to accommodate such deliveries.

**PAGE 8:**

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.

The Construction Manager's services shall include attendance at meetings with Chanhassen City Council members, city staff members, building construction officials, and other governmental officials as may be required for the development of the Project.

§ 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 reasonably inferable therefrom. Such further development does not include material changes in scope, systems, kinds and quality of materials, finishes, or equipment, ~~all of~~ which, if required, and not reasonably deemed minor in nature, shall be incorporated by Change Order.

**PAGE 9:**

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§ 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.~~Delete in its entirety

§ 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 and upon receipt of the Building Permit for the Project. 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.

**PAGE 10:**

§ 4.1.4.3 The Owner, when such services are requested and deemed appropriate, 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.

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, including such variances as may affect the Construction Manager's use of contingency and allowances, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.4 Coordination of Separate Contracts

In its capacity as Construction Manager, and separate from its responsibilities as a contractor under any other Project contract, the Construction Manager shall coordinate, schedule, and manage the activities of all contractors and subcontractors performing Work at the Project site, including the Work performed by the Construction Manager under any separate contract with the Owner and contractors holding separate contracts with the Owner.

The Construction Manager shall prepare and maintain the Project Schedule and shall organize and direct the sequence and coordination of all Work to avoid conflicts, delays, interference, and duplication of effort.

§ 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.~~ Delete in its entirety

§ 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 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.~~[Not Used.]

§ 4.1.4.2 The ~~Owner~~ Owner's Architect 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.

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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 any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. ~~The~~ If requested, the Owner shall provide the Construction 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.

Twenty Thousand Dollars ($20,000) lump sum, assumes 5 months of pre-construction per RFQ/RFP directive

Project Executive

$215

Project Manager

$165

Estimator

$165

MEP & Sustainability Coordinator

$195

Virtual Design

$150

Document Quality Control

$165

**PAGE 12:**

The Owner and Construction Manager agree that the Construction Manager's failure to achieve Substantial Completion of the Work by the time period specified in Section 1.1.4.3 ("Scheduled Substantial Completion Date") will cause damages to the Owner that are difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Therefore, the Owner and Construction Manager agree that if Construction Manager fails to achieve Substantial Completion of the Work by the Scheduled Substantial Completion Date established at GMP, Construction Manager shall pay the Owner liquidated damages as follows: $3,500.00 per day for each day beyond the Scheduled Substantial Completion Date that the Project is delayed.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within five ( 5 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. ~~Amounts unpaid ( ,~~ unless disputed by the Owner in writing. Amounts unpaid thirty-five (35) 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. Amounts unpaid ( ) 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.

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~~%~~ At the legal rate prevailing.

The Construction Manager's Fee shall be one and a half percent (1.50 %) of the Cost of the Work. The Construction Manager's Fee shall be invoiced as a stipulated sum based on the Guaranteed Maximum Price as stated in the Guaranteed Maximum Price Amendment.

-

For changes in the Work, the Construction Manager's Fee shall be one and one-half percent ( 1.50 %) of the increases in the Cost of the Work. There shall be no decrease in the Construction Manager's fee for deductive change orders.

-

Shall not exceed five percent (5%).

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed zero percent ( 0 %) of the standard rental rate paid at the place of the Project..

**PAGE 13:**

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. In addition to Construction Manager's Fee, General Conditions and Contingency, the Guaranteed Maximum Price will be determined based upon public bids for prime contracts, which awarded bids will be assigned to Construction Manager for administration pursuant to subcontract agreements to be entered into between Construction Manager and the awarded bidder, as well as the General Conditions of the Contract for Construction, A201-2017 as modified Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

If the actual Cost of the Work and the Construction Manager's Fee total less than the Guaranteed Maximum Price, as may be adjusted by Changes to the Work, then the savings will be returned 100% to the Owner.

§ 6.4 POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL.

§ 6.4.1 In the event of significant delay or price increase of material, equipment or energy occurring during the performance of the contract through no fault of Contractor or its subcontractors, the contract sum, time of completion or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an items increases [5]% or more between the date of this Agreement and the date of installation.

**PAGE 14:**

§ 6.4.2 The Owner upon receipt of notice of a significant price increase, shall advise Contractor within forty-eight (48) hours of an authorization to proceed with purchase of the specified equipment, building material or materials along with a corresponding increase to the Contract Sum, or of its intent to terminate this Agreement.

Reimbursement rates per hours of service:

Rates shall be subject to May 1 annual revisions to the Bargaining Laboring Agreements.

Reimbursement rates per hours of service wherever employed in connection with the work as follows:

-

Project Principal / Vice President / Risk Management - $215.00/hour

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Project Executive/Chief Estimator - $215/hour

Sr. Project Manager / MEP - $185/hour

Project Manager / Estimator - $165/hour

Scheduler/BIM - $180/hour

Project Engineer / Estimating Engineer - $120/hour

Project Administration / Accounting - $90/hour

General Superintendent - $180/hour

Safety Director - $165/hour

Quality Control Director - $165/hour

General Foreman/Field Superintendent - $160/hour

Rates shall be subject to May 1 annual revisions.

**PAGE 15:**

§ 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.~~ Deleted in its entirety

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Owner payment obligations to Construction Manager, and the Construction Manager payment obligations to subcontractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes Section 471.425, specifically including the requirement that the Construction Manager pay subcontractors within ten (10) days of receipt of payment from the Owner.

§ 7.5.3 ~~Costs~~Reasonable costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 ~~Costs~~Reasonable costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 ~~Costs~~Reasonable costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6.1 Premiums for ~~that portion of~~ insurance and bonds required by the Contract Documents ~~that can be directly attributed to this Contract.~~

General Liability Insurance rate $8.90/$1,000 revenue.

Builders Risk Insurance rate $2.50/$1,000 revenue.

Performance Bond rate 0.58% of the GMP amount.

Premiums for Subcontractor Bonds or Subcontractor Default Insurance (SDI); Subcontractor Bonds will vary dependent on rates determined by awarded subcontractor. SDI rate is 1.25% of subcontract value. SDI may be substituted for Subcontractor Performance Bonds if it is determined to be more cost-effective at the time of GMP. Subcontractor payment bonds will be required regardless.

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§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents, but only if approved in advance by Owner in writing.

§ 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.~~[Not Used.]

§ 7.6.6 Costs for communications services, electronic equipment, and software, ~~directly~~ related to the Work and located at the site, with the Owner's prior approval.

Technology fee rate is $8.90 per management labor hour.

§ 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.~~[Not Used]

§ 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 provided such costs are approved in advance by the Owner in writing.

§ 7.6.12 Any overtime premium or shift differential expense to be incurred by the Construction Manager for hourly workers shall require Owner's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Construction Manager is required to work overtime as a result of an inexcusable delay or other coordination problems cause by the Construction Manager or anyone the Construction Manager is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will not be reimbursable costs.

**PAGE 17:**

.2Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval;

.8Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; ~~and~~

.9 Costs for services incurred during the Preconstruction Phase.~~;~~

.10 Legal, mediation, or arbitration costs, however incurred

.11Drug testing for new hires or current employees, incentive or bonus programs (including safety), accounting and EEO and targeted business compliance staff or seminars.

.12 Off-site file storage

.13Charges for mobile telephone including air time and data charges

**PAGE 18:**

.14Costs for vacation, holiday, sick, and training time for Construction

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Manager's supervisory staff

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. Without limiting the preceding sentence, the detailed records must include a record of all sales taxes paid by subcontractors for materials and supplies used in and equipment incorporated into the Project, together with supporting invoices that show the date of the taxable transaction, a description of the materials, supplies, or equipment on which sales tax was paid, the amount of sales tax paid, and the state to which the taxes were paid. The accounting and control systems shall be satisfactory to the Owner. 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 years after final payment, or for such longer period as may be required by law. All accounting records shall be maintained by the Construction Manager in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Construction Manager on a "cost-plus" basis with the Owner's consent shall have the same obligations to retain records and cooperate with audits as required of the Construction Manager under this Section. If any inspection by the Owner or the Owner's auditors of the Construction Manager's accounting records reveals an overcharge, the Construction Manager shall promptly refund to the Owner the amount of the overcharge and shall reimburse Owner for its expenses incurred to audit the Construction Manager's records.

§ 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.~~[Not Used.]

**PAGE 19:**

§ 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 amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment. Owner payment obligations to Construction Manager and Construction Manager payment obligation to the prime contractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes, Section 471.425, specifically including subdivision 4a requiring the Construction Manager to pay subcontractors within 10-days of receipt of payment.

**PAGE 20:**

Five percent (5%)

The Owner and the Construction Manager must comply with Minnesota Statutes Section 15.72 and Minnesota Statutes Section 337.10 regarding retainage payments.

None.

Retainage shall be reduced to 2.5 percent (2.5%) upon Substantial Completion.

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§ 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. Upon Substantial Completion as defined by Minn. Stat. § 541.051, subd. 1(a), all retainages and other amounts due to Construction Manager shall be paid to Construction Manager in full less one hundred fifty percent (150%) of the reasonable estimated costs of any incomplete Work and unsettled Claims. Such withheld amount shall be paid to Construction Manager monthly as such incomplete Work is completed and Claims are settled in accordance with Minnesota law.

.2the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; ~~and~~

.4 the Construction Manager has submitted as-built drawings required by the Contract Documents;

.5 the Construction Manager has submitted all certifications, inspections and testing reports, operations and maintenance manuals, manufacturer, subcontractor and supplier warranties, and other close-out documentation required by the Contract Documents; and

.6the Construction Manager has submitted executed and notarized final releases of claims (including a release of claims against any bond for the Project), on Construction Manager's own behalf and on behalf of all of its Subcontractors, suppliers and other vendors (of every tier), for all Work performed for the Project;.

**PAGE 22:**

§ 11.2.3.1 If Construction Manager fails to pay any Subcontractors or suppliers amounts owed under their subcontracts, the Owner shall have the right, but not the obligation, to pay the unpaid Subcontractors and suppliers directly and subtract the amount paid from the Contract Sum.

§ 11.2.3.2 Owner will at all times have the right to withhold from payment to the Construction Manager such amounts as may be necessary to protect the Owner from damages, costs, and expenses that have or may reasonably result from the Construction Manager's negligence or breach of the Contract Documents.

Payments due and unpaid under the Contract shall bear interest from thirty (30) days after 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~~.

One and one-half percent (1.5% per month in accordance with Minn. Stat. § 471.425 Subd. 4.

**PAGE 23:**

[ X ] Litigation in a court of competent jurisdiction

**PAGE 25:**

The insurance required under this section shall be subject to review and approval of the Owner and shall provide a minimum coverage of $5 million for commercial and builder's risk, state statutory requirements for workers' compensation and $5 million for professional liability. The Construction Manager will provide the City with certificates for the above policies, with the City named as an additional insured under the commercial general liability insurance, within sixty (60) days of execution of this Agreement and on or before January 1 each year for any policies that have changed during the previous calendar year. The City shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained.

§ 14.3.1 ~~Preconstruction Phase~~

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services~~

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~~performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($ ~~-~~ ) per accident, and Two Million Dollars ( $2,000,000) in the aggregate 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.

~~§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($ ) each employee, and ($ ) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.~~

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less ($ ) each accident, ($ ) disease/each employee, and ($ ) disease policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

The Construction Manager shall at all times during the term of this Agreement keep in force the following:

Commercial general liability insurance.

Professional liability insurance.

Workers' compensation insurance as required by Minnesota Statute.

Builder's Risk insurance and Builder's Risk insurance on the Direct Purchase Materials naming the City as the insured or as an additional insured.

**PAGE 26:**

§ 8.2 Indemnification and Insurance. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors, omissions, or intentional misconduct of the Construction Manager, its employees and its consultants in providing the services under this Agreement. For claims that are covered by the Construction Manager's commercial general liability or automobile liability insurance, the Construction Manager shall also be required to defend the Owner and the Owner's officers and employees from claims by third parties.

The Construction Manager further agrees that in order to protect itself as well as the Owner, under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following insurance coverages and minimum policy limits :

1) Commercial general liability $5 million each occurrence; and $10 million annual aggregate

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2) Automobile liability $5 million combined single limit

3) Professional liability $5 million; $10,000,000 annual aggregate

4)Workers' compensation as required by Minnesota Statute. The Construction Manager shall also carry Employers' Liability Coverage with minimum limits as follows:

- $1,000,000 – Bodily Injury by Disease per employee
- $1,000,000 – Bodily Injury by Disease aggregate
- $1,000,000 – Bodily Injury by Accident

The required coverage may be met by use of umbrella/excess insurance. The Owner shall be named as an additional insured on the general liability and any umbrella policies on a primary and noncontributory basis.

The insurance required under this section shall be subject to review and approval of the Owner, and shall meet statutory limits of liability for a City under Minn. Stat. § 466.04, other state statutory requirements, the value of property being insured, and the anticipated level of risk involved with the Project. The Construction Manager will provide the Owner with certificates for the above policies within sixty (60) days of execution of this Agreement and on or before January 1 each year, or the date upon which the policies expire each year, for any policies that have changed during the previous calendar year. The Owner shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained.

To the extent damages are covered by property insurance under a builder's risk policy, the Owner and Construction Manager 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. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Construction Manager 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.

RJM limits of insurance as per limits of RJM Certificate of Insurance.

Excess Umbrella Liability – Five Million Dollars ($5,000,000)

**PAGE 27:**

§ 14.5.1 Non-Discrimination. Construction Manager shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, gender identity, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any scope of work carried out by Construction Manager or any Subcontractors of any tier. The Construction Manager agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

§ 14.5.2 The Construction Manager, its Subcontractors and the Owner must comply with the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Ch. 13, as it applies to all data provided by the Owner in accordance with this Contract and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Construction Manager in accordance with this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the Construction Manager, its Subcontractors or the Owner. In the event the Construction Manager or its Subcontractors receive a request to release the data referred to in this clause, the Construction Manager must immediately notify the Owner. The Owner will give the Construction Manager instructions concerning the

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release of the data to the requesting party before the data is released.

§ 14.5.3 Pursuant to Minn. Stat., § 16C.05, subd. 5, Construction Manager agrees that the books, records, documents and accounting procedures and practices of Construction Manager, that are relevant to the Contract Documents or transaction, are subject to examination by the Owner, the Owner's auditor, and the state auditor for a minimum of six (6) years. Construction Manager shall maintain such records for a minimum of six (6) years after final payment.

§ 14.5.4 This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~polices 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 Construction Manager'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.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with ~~a building information modeling exhibit~~AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

~~§ 14.5 Other provisions:~~

§ 14.5 Other provisions:

**PAGE 28:**

§ 14.5.5 Allocation of Section 179D Deduction to Construction Manager. Owner acknowledges and represents that the project site where the Work is to be performed and all building improvement located on the same are government-owned buildings as Owner is a political subdivision and owns the property, building and other improvements where the Work is to be performed. Customer hereby allocates to Construction Manager all section 179D deductions related to the Work. Customer further acknowledges that Construction Manager is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at Owner's commercial building property described herein. Owner agrees to complete and execute the "form for allocation Deduction, which is attached hereto as Exhibit C and incorporated herein by reference. Owner also agrees to participate in an analysis, inspection and/or certification required by statute or otherwise deemed necessary by Construction Manager to ensure that the section 179 deduction is received.

.1AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager ~~as Constructor~~ at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified.

.2AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, as modified, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as modified

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

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.5AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, ~~if completed~~dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Reference Exhibit C form for allocation of section 179D Deduction:

**PAGE 29:**

§ 15.3 Other provisions:

§ 15.3.1 The Contractor shall comply with the requirements of Minn. Stat. § 471.425, subd. 4a, Prompt Payment to Contractor, which is incorporated herein by this reference.

§ 15.3.2 Disclosure of Information. All information, files, records, memoranda and other data of the Owner which the Owner provides to the Construction Manager of which the Construction Manager becomes aware of in the performance of its duties hereunder ("Owner Information") shall be deemed by the parties to be the property of the Owner. The Owner may authorize the Construction Manager to disclose the Owner Information to third parties in connection with the performance of its duties hereunder if the data is classified as public, or is otherwise authorized, under the Minnesota Government Data Practices Act.

§ 15.3.3 Non-Discrimination. During the performance of this Agreement, the Construction Manager shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, familial status, sexual orientation, status with regard to public assistance, disability or age. The Construction Manager shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non¬discrimination clause and stating that all qualified applicants will receive consideration for employment. The Construction Manager shall incorporate the foregoing requirements of this section in all of its subcontracts and will require all of its subcontractors to incorporate' such requirements in all subcontracts.

§ 15.3.4 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

BY: Ted Beckman, President

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# *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 16:09:41 CDT on 09/18/2026 under Order No. 20250153218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# AIA® Document A133® – 2019 Exhibit B

## *Insurance and Bonds*

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 26th day of August in the year 2026
*(In words, indicate day, month and year.)*

for the following **PROJECT**:
*(Name and location or address)*

Chanhassen Community Center
Hwy 212 & Powers Blvd
Chanhassen, MN 55317

**THE OWNER:**
*(Name, legal status, and address)*

City of Chanhassen
700 Market Blvd
PO BOX 147
Chanhassen, MN 55317

**THE CONSTRUCTION MANAGER:**
*(Name, legal status, and address)*

RJM Construction, LLC
830 Boone Avenue N
Golden Valley, MN 55427

**TABLE OF ARTICLES**

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

**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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

### ARTICLE B.2 OWNER'S INSURANCE

**§ B.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required

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by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ B.2.2 Liability Insurance**
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ B.2.3 Required Property Insurance**
**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
*(Indicate below the cause of loss and any applicable sub-limit.)*

| Cause of Loss | Sub-Limit |
|---|---|

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|---|---|

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

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**§ B.2.3.3 Insurance for Existing Structures**
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**
The Owner shall purchase and maintain the insurance selected and described below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[ X ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ X ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ X ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ X ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction,

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repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**
The Owner shall purchase and maintain the insurance selected below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

[ X ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ B.2.5.2 Other Insurance**
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

| Coverage | Limits |
|---|---|

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
**§ B.3.1 General**
**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ B.3.2 Construction Manager's Required Insurance Coverage**
**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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*(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million Dollars ($ 5,000,000 ) each occurrence, Ten Million Dollars ($ 10,000,000 ) general aggregate, and Ten Million ($ 10,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) 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.

**§ B.3.2.4** The Construction Manager 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 insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, 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.

**§ B.3.2.5** Workers' Compensation at statutory limits.

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**§ B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

**§ B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) per claim and Ten Million Dollars ($ 10,000,000 ) in the aggregate.

**§ B.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ B.3.2.10** Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ B.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ B.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ B.3.3 Construction Manager's Other Insurance Coverage**

**§ B.3.3.1** Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.3.2** The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ **X** ] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with*

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*the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

| Coverage | Limits |
|---|---|
| a. RJM limits of insurance as per limits of RJM RJM limits of insurance as per limits in RJM Certificate of Insurance. | |
| b. Excess Umbrella Liability – Five Million Dollars ($5,000,000). | |

**§ B.3.4 Performance Bond and Payment Bond**
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
*(Specify type and penal sum of bonds.)*

| Type | Penal Sum ($0.00) |
|---|---|
| Payment Bond | TDB |
| Performance Bond | TDB |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. Subcontractors will be required to provide dual obligee bonds for the amount of their contract sum using ConcensusDocs bond forms. Contractor's bonds shall be for the that amount of the sum of this Agreement which is not subcontracted.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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# *Additions and Deletions Report for*

## *AIA® Document A133® – 2019 Exhibit B*

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 15:33:30 CDT on 09/18/2026.

**PAGE 1:**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 26th day of August in the year 2026

Chanhassen Community Center

Hwy 212 & Powers Blvd

Chanhassen, MN 55317

City of Chanhassen

700 Market Blvd

PO BOX 147

Chanhassen, MN 55317

RJM Construction, LLC
830 Boone Avenue N
Golden Valley, MN 55427

**PAGE 3:**

[ X ]§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ X ]§ B.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ X ]§ B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ X ]§ B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes,

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building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

[ X ]§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

**PAGE 4:**

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million Dollars ($ 5,000,000 ) each occurrence, Ten Million Dollars ($ 10,000,000 ) general aggregate, and Ten Million ($ 10,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

**PAGE 5:**

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) 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.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) per claim and Ten Million Dollars ($ 10,000,000 ) in the aggregate.

**PAGE 6:**

[ X ]§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

RJM limits of insurance as per limits of RJM RJM limits of insurance as per limits in RJM Certificate of Insurance.

**PAGE 7:**

Excess Umbrella Liability – Five Million Dollars ($5,000,000).

TDB

TDB

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. Subcontractors will be required to provide dual obligee bonds for the amount of their contract sum using ConcensusDocs bond forms. Contractor's bonds shall be for the that amount of the sum of this Agreement which is not subcontracted.

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# AIA® Document A133® – 2019 Exhibit A

## *Guaranteed Maximum Price Amendment*

This Amendment dated the 26th day of August in the year 2026 , is incorporated into the accompanying 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 dated the 26th day of August in the year 2026 (the "Agreement")
*(In words, indicate day, month, and year.)*

for the following **PROJECT:**
*(Name and address or location)*

Chanhassen Community Center
1351 Bluff Creek Blvd
Chanhassen, MN 55317

**THE OWNER:**
*(Name, legal status, and address)*

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

**THE CONSTRUCTION MANAGER:**
*(Name, legal status, and address)*

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

**TABLE OF ARTICLES**


A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS


**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.

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.

## ARTICLE A.1 GUARANTEED MAXIMUM PRICE

### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. The Guaranteed Maximum Price is not a line item Guaranteed Maximum Price. The Contractor may reallocate sums from one-line item of the itemized statement of the

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Guaranteed Maximum Price to another line item. This may be done without the execution of a Change Order, if the Scope of Work is not changed as a result of or in connection with such reallocation.

**§ A.1.1.1** The Labor Contract Sum is guaranteed by the Construction Manager not to exceed Thirty-five Million Two Hundred Fifty-two Thousand Two Hundred Forty Dollars and zero cents ($ 35,252,240 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price**. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
*(Provide itemized statement below or reference an attachment.)*

RJM Estimate Summary dated 8/26/2026 is incorporated and attached Exhibit C.

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5** Contractor's Guaranteed Maximum Price contains a contingency of Two Million Four Hundred Five Thousand Eighteen Dollars and zero cents $2,405,018 to cover risks inherent in providing a Guaranteed Maximum Price for the Project. Contractor shall maintain a contingency within the Guaranteed Maximum Price to cover costs which are properly reimbursable as the Cost of the Work but are not the basis for a Change Order ("Contractor's Contingency"). The Contractor's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the Cost of the Work. Savings from any line item for the Cost of the Work (calculated as the difference between the initial estimate for an individual line item and its actual cost) shall be allocated to the Contractor's Contingency; provided, however, that any amounts remaining in the Contractor's Contingency; after final completion of the Work shall remain with Owner. The Owner and the Contractor acknowledge that the cost estimating process is not exact, and the Contractor's Contingency is included to adjust the estimate for quantity and price estimate inaccuracies and other eventualities which have been taken into precise account in the establishment of the Cost of the Work. The Contractor shall regularly report to the Owner on the status and use of the Contingency with an accounting of (i) the current Contractor's Contingency amount; (ii) contributions to the Contractor's Contingency since the last Application of Payment; and (iii) deductions from the Contractor's Contingency since the last Application for Payment. Contractor reserves the right to draw on the Contractor's Contingency to cover unanticipated or increased costs of construction as it deems necessary for the completion of the Project. Costs properly reimbursable through the Contractor's Contingency include but shall not be limited to, the following:

.1 additional costs incurred as a result of the buyout of any Subcontractor in excess of its estimated cost, excluding costs incurred in connection with any owner-mandated Subcontractor in excess of the estimated cost of the Subcontractor's portion of the Work, which shall be the responsibility of Owner;

.2 costs associated with any default by a Subcontractor; provided however, that Contractor shall endeavor in good faith to recover any damages from Subcontractor arising out of such default;

.3 costs related to changes in construction means and methods;

.4 costs associated with accelerating or re-sequencing the Work as necessary to maintain the schedule for the Work; and

.5 any costs associated with price escalation in materials or labor rates.

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**§ A.1.1.6 Alternates**

**§ A.1.1.6.1** Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|---|---|
| Add operable partitions at dance studio/party room | $145,484 |

| Item | Price |
|---|---|
| Add wood gym floor in lieu of rubber at fieldhouse | $139,493 |

| Item | Price |
|---|---|
| Add ice arena 1 connection walkway | $104,118 |

| Item | Price |
|---|---|
| Add service elevator B | $175,000 |

| Item | Price |
|---|---|
| Add rubber sports floor at walking track | $150,262 |

| Item | Price |
|---|---|
| Add skyfold partition at community rooms | $292,708 |

| Item | Price |
|---|---|
| Life safety code requirements | $575,000 |

**§ A.1.1.6.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|

**§ A.1.1.7** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ A.2.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of execution of this Amendment.

[ **X** ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

The date of commencement shall be the later of either (1) the date established in the Owner's written notice to proceed, or (2) the date the Contractor receives the building permit and completed working drawings and specifications.

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**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ **X** ] Not later than Six hundred sixty ( 660 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

## ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**§ A.3.1.2** The following Specifications:
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

| Section | Title | Date | Pages |
|---|---|---|---|

**§ A.3.1.3** The following Drawings:
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

| Number | Title | Date |
|---|---|---|

**§ A.3.1.4** The Sustainability Plan, if any:
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design*

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*reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

| Title | Date | Pages |
|---|---|---|

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| Fireplace located on the South terrace | $5,000 |

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
*(Identify each assumption and clarification.)*

The Guaranteed Maximum Price has been arrived at on the basis of incomplete drawings and specifications. Both the Construction Manager and the Owner intend that the Architect's refinements or developments leading to the final Contract drawings will be completely consistent with the design concept expressed in the enumerated drawings and specifications. In the vent that the Construction Manager believes the Architect's refinements or developments to be enumerated drawings will require additional time and expense to do the Work, it should promptly report the extent of the increase in cost or time to the Owner, and the increase shall be handled by Change Order pursuant to relevant provisions of the Contract and an adjustment to the Guaranteed Maximum Price.

List of clarifications

1. RJM Construction carried an allowance of Five Hundred Seventy-five Thousand Dollars and zero cents ($575,000) for the life safety code requirements. This allowance covers the cost of the fireproofing **or** fire protection system within the two ice rinks and field house.
2. Winter conditions
3. It was discussed previously that the fireplace located on the south terrace may be removed. RJM Construction has carried a Five Thousand dollars and zero cents ($5,000) allowance if this fireplace is decided to be included in the project scope.
4. There are (19) occurrences where RJM assumed that plumbing sinks were mislabeled on the plumbing drawings. RJM made the assumptions that the L-1 sinks listed below are shown on the listed plumbing drawings as L-2 sinks:

L-1 change to L-2:

i. P300, Detail 16 - Ref, 053
ii. P300, Detail 08 - Coach, 040
iii. P300, Detail 05 - Coach, 033
iv. P300, Detail 13 - Coach, 064
v. P300, Detail 03 - Ref, 045
vi. P300, Detail 12 - Coach, 043
vii. P300, Detail 10 - Wet, 069
viii. P300, Detail 06 - Wet, 066
ix. P300, Detail 15 - C.R. 10, 026
x. P300, Detail 09 - C.R. 1-8, 016-023 (8 total)
xi. P300, Detail 01 - C.R., 005
xii. P300, Detail 01 - C.R., 006
xiii. Detail 1/A710 calls for staircase A to receive "wood look tile" on the risers and treads. Since this "wood look tile" was not included in the finish schedule or in the specifications, RJM assumed that there will be no tiling on staircase A
xiv. RJM assumed that only the fence footings at the top of the retained wall are only required at the corner and gate posts. All other posts are assumed to be driven or "Sleeve-it" fence-post anchoring systems.

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**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

## ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
*(List name, discipline, address, and other information.)*

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

| | |
|---|---|
| **OWNER** *(Signature)* | DocuSigned by: Ted Beckman 7457525E7FAE414... **CONSTRUCTION MANAGER** *(Signature)* |
| BY: | BY: Ted Beckman, President |
| *(Printed name and title)* | *(Printed name and title)* |

DS BB 9/21/2026

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# *Additions and Deletions Report for*

*AIA® Document A133® – 2019 Exhibit A*

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**PAGE 1:**

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Chanhassen Community Center

1351 Bluff Creek Blvd

Chanhassen, MN 55317

City of Chanhassen

7700 Market Blvd

PO Box 147

Chanhassen, MN 55317

RJM Construction, LLC
830 Boone Avenue N.
Golden Valley, MN 55427

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. The Guaranteed Maximum Price is not a line item Guaranteed Maximum Price. The Contractor may reallocate sums from one-line item of the itemized statement of the Guaranteed Maximum Price to another line item. This may be done without the execution of a Change Order, if the Scope of Work is not changed as a result of or in connection with such reallocation.

**PAGE 2:**

§ A.1.1.1 The Labor Contract Sum is guaranteed by the Construction Manager not to exceed Thirty-five Million Two Hundred Fifty-two Thousand Two Hundred Forty Dollars and zero cents ($ 35,252,240 ), subject to additions and

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deductions by Change Order as provided in the Contract Documents.

RJM Estimate Summary dated 8/26/2026 is incorporated and attached Exhibit C.

§ A.1.1.5 Contractor's Guaranteed Maximum Price contains a contingency of Two Million Four Hundred Five Thousand Eighteen Dollars and zero cents $2,405,018 to cover risks inherent in providing a Guaranteed Maximum Price for the Project. Contractor shall maintain a contingency within the Guaranteed Maximum Price to cover costs which are properly reimbursable as the Cost of the Work but are not the basis for a Change Order ("Contractor's Contingency"). The Contractor's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the Cost of the Work. Savings from any line item for the Cost of the Work (calculated as the difference between the initial estimate for an individual line item and its actual cost) shall be allocated to the Contractor's Contingency; provided, however, that any amounts remaining in the Contractor's Contingency; after final completion of the Work shall remain with Owner. The Owner and the Contractor acknowledge that the cost estimating process is not exact, and the Contractor's Contingency is included to adjust the estimate for quantity and price estimate inaccuracies and other eventualities which have been taken into precise account in the establishment of the Cost of the Work. The Contractor shall regularly report to the Owner on the status and use of the Contingency with an accounting of (i) the current Contractor's Contingency amount; (ii) contributions to the Contractor's Contingency since the last Application of Payment; and (iii) deductions from the Contractor's Contingency since the last Application for Payment. Contractor reserves the right to draw on the Contractor's Contingency to cover unanticipated or increased costs of construction as it deems necessary for the completion of the Project. Costs properly reimbursable through the Contractor's Contingency include but shall not be limited to, the following:

.1additional costs incurred as a result of the buyout of any Subcontractor in excess of its estimated cost, excluding costs incurred in connection with any owner-mandated Subcontractor in excess of the estimated cost of the Subcontractor's portion of the Work, which shall be the responsibility of Owner;

.2costs associated with any default by a Subcontractor; provided however, that Contractor shall endeavor in good faith to recover any damages from Subcontractor arising out of such default;

.3 costs related to changes in construction means and methods;

.4costs associated with accelerating or re-sequencing the Work as necessary to maintain the schedule for the Work; and

.5 any costs associated with price escalation in materials or labor rates.

§ A.1.1.6 Alternates

§ A.1.1.56.1 Alternates, if any, included in the Guaranteed Maximum Price:

$145,484

Add operable partitions at dance studio/party room

**PAGE 3:**

Item

Price

$139,493

Add wood gym floor in lieu of rubber at fieldhouse

Item

Price

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Add ice arena 1 connection walkway

$104,118

Item

Price

Add service elevator B

$175,000

Item

Price

Add rubber sports floor at walking track

$150,262

Item

Price

Add skyfold partition at community rooms

$292,708

Item

Price

Life safety code requirements

$575,000

§ A.1.1.56.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

§ A.1.1.67 Unit prices, if any:

[ X ] Established as follows:

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.~~The date of commencement shall be the later of either (1) the date established in the Owner's written notice to proceed, or (2) the date the Contractor receives the building permit and completed working drawings and specifications.

[ x ]Not later than Six hundred sixty ( 660 ) calendar days from the date of commencement of the Work.

**PAGE 4:**

Fireplace located on the South terrace

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$5,000

**PAGE 5:**

The Guaranteed Maximum Price has been arrived at on the basis of incomplete drawings and specifications. Both the Construction Manager and the Owner intend that the Architect's refinements or developments leading to the final Contract drawings will be completely consistent with the design concept expressed in the enumerated drawings and specifications. In the vent that the Construction Manager believes the Architect's refinements or developments to be enumerated drawings will require additional time and expense to do the Work, it should promptly report the extent of the increase in cost or time to the Owner, and the increase shall be handled by Change Order pursuant to relevant provisions of the Contract and an adjustment to the Guaranteed Maximum Price.

List of clarifications

RJM Construction carried an allowance of Five Hundred Seventy-five Thousand Dollars and zero cents ($575,000) for the life safety code requirements. This allowance covers the cost of the fireproofing or fire protection system within the two ice rinks and field house.

Winter conditions

It was discussed previously that the fireplace located on the south terrace may be removed. RJM Construction has carried a Five Thousand dollars and zero cents ($5,000) allowance if this fireplace is decided to be included in the project scope.

There are (19) occurrences where RJM assumed that plumbing sinks were mislabeled on the plumbing drawings. RJM made the assumptions that the L-1 sinks listed below are shown on the listed plumbing drawings as L-2 sinks:

L-1 change to L-2:

P300, Detail 16 - Ref, 053

P300, Detail 08 - Coach, 040

P300, Detail 05 - Coach, 033

P300, Detail 13 - Coach, 064

P300, Detail 03 - Ref, 045

P300, Detail 12 - Coach, 043

P300, Detail 10 - Wet, 069

P300, Detail 06 - Wet, 066

P300, Detail 15 - C.R. 10, 026

P300, Detail 09 - C.R. 1-8, 016-023 (8 total)

P300, Detail 01 - C.R., 005

P300, Detail 01 - C.R., 006

Detail 1/A710 calls for staircase A to receive "wood look tile" on the risers and treads. Since this "wood look tile" was not included in the finish schedule or in the specifications, RJM assumed that there will be no tiling on staircase A

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RJM assumed that only the fence footings at the top of the retained wall are only required at the corner and gate posts. All other posts are assumed to be driven or "Sleeve-it" fence-post anchoring systems.

BY: Ted Beckman, President

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# *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 15:45:40 CDT on 09/18/2026 under Order No. 20250153218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# AIA® Document A103® – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price*

**AGREEMENT** made as of the 26th day of August in the year Two Thousand Twenty-six.
*(In words, indicate day, month and year.)*

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

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

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

RJM Construction LLC
830 Boone Avenue N.
Golden Valley, MN 55427

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

Chanhassen Community Center
1351 Bluff Creek Blvd,
Chanhassen, MN 55317

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

BKV Group
222 North Second Street
Long & Kees Bldg, Suite 101
Minneapolis, MN 55401

The Owner and Contractor agree as follows.

**THIS AGREEMENT AMENDS AND REPLACES THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, AIA DOCUMENT A133-2019 DATED 10/15/2025. THIS AGREEMENT COVERS MATERIAL AND EQUIPMENT PURCHASES ONLY. LABOR AND INSTALLATION ARE IN A SEPARATE AGREEMENT WHICH IS THE AIA DOUCMENT A133-2019 DATED 8/26/2026 AND IS ENTERED CONTEMPORANEOUSLY WITH THIS AIA DOCUMENT A103-2017 DATED 8/26/2026. MATERIAL SHALL BE PURCHASED TAX EXEMPT BASED UPON CITY OF CHANHASSEN'S TAX-EXEMPT STATUS, AND RJM SHALL BE PURCHASING AGENT ON BEHALF OF CITY OF CHANHASSEN.**

**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.

The parties should complete A103™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.
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.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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5 CONTRACT SUM

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7 COSTS TO BE REIMBURSED

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9 DISCOUNTS, REBATES AND REFUNDS

10 SUBCONTRACTS AND OTHER AGREEMENTS

11 ACCOUNTING RECORDS

12 PAYMENTS

13 DISPUTE RESOLUTION

14 TERMINATION OR SUSPENSION

15 MISCELLANEOUS PROVISIONS

16 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

## ARTICLE 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. 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 16.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

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## ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration 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 and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 4.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ X ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

The date commencement shall be the later of either (1) the date established in the Owner's written notice to proceed, or (2) the date Contractor receives the building permit or completed working drawings and specifications. (Mobilization anticipated to occur on or about [August 24th, 2026].)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 4.2** The Contract Time shall be measured from the date of commencement of the Work.

### § 4.3 Substantial Completion

**§ 4.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than Six hundred sixty ( 660 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

**§ 4.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|
| The stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the contract documents so that the owner can occupy or use the work for its intended purpose. | Six hundred sixty (660) days from the date of commencement of the work |

**§ 4.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

## ARTICLE 5 CONTRACT SUM

**§ 5.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee. Estimated

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material cost as of August 26th, 2026 - Exhibit 1, is Thirty-one Million Five Hundred Eighty-five Thousand One hundred forty-one Dollars and zero cents ($31,585,141).

**§ 5.1.1** The Contractor's Fee:
*(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)*

One point five percent (1.5%) of GMP Value

**§ 5.1.2** The method of adjustment of the Contractor's Fee for changes in the Work:

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

**§ 5.1.4** Rental rates for Contractor-owned equipment shall not exceed **seventy-five** percent ( **75** %) of the standard rental rate paid at the place of the Project.

**§ 5.1.5** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price Per Unit ($0.00) |
|---|---|---|

**§ 5.1.6** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

See A133-2019 & 6.1.6

**§ 5.1.7** Other:
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**§ 5.2 Control Estimate**

**§ 5.2.1** The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

**§ 5.2.2** The Control Estimate shall include

- **.1** the documents enumerated in Article 16, including all Modifications thereto;
- **.2** a list of the assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under Section 5.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- **.3** a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- **.4** a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements; and
- **.5** contingencies for further development of design and construction, as required by Section 5.2.4.

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**§ 5.2.3** The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ 5.2.4** To the extent that the Contract Documents are anticipated to require further development, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. 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 in a revised Control Estimate by mutual agreement of the parties.

**§ 5.2.5** The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ 5.2.6** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

## ARTICLE 6 CHANGES IN THE WORK

**§ 6.1** 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 Architect may make minor changes in the Work as provided in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

**§ 6.2** Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

**§ 6.3** If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and Architect.

**§ 6.4** If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

## ARTICLE 7 COSTS TO BE REIMBURSED

### § 7.1 Cost of the Work

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

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**§ 7.1.3** Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

**§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Contractor'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 below:
*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**§ 7.2.3** Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Contractor, 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, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 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 Contractor 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 Contractor. 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 Contractor 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 Contractor shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates

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and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of a comparable item.

**§ 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 Contractor'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** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 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 Contractor, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor 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 Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor 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 Contractor's Fee.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Contractor'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 Contractor, reasonably incurred by the Contractor 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.

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**§ 7.6.10** Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ 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 Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

**§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor 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 Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

## ARTICLE 8 COSTS NOT TO BE REIMBURSED

**§ 8.1** The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Contractor's personnel stationed at the Contractor'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 15;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Contractor's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Article 7;
- **.5** The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- **.6** 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 Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; and
- **.7** Any cost not specifically and expressly described in Article 7.

## ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

**§ 9.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and

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received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials, and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ 9.2** Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

**§ 10.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall 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 Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**§ 10.2** 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 a cost-plus a fee, the Contractor 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 Contractor in Article 11.

**§ 10.3** The Contractor shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

## ARTICLE 11 ACCOUNTING RECORDS

The Contractor 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 satisfactory to the Owner. 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 Contractor'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 Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 12 PAYMENTS

### § 12.1 Progress Payments

**§ 12.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

**§ 12.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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**§ 12.1.3** Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 12.1.4** With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with 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 Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 12.1.5** Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

**§ 12.1.6** 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:

**§ 12.1.6.1** The amount of each progress payment shall first include:

**.1** The Cost of the Work as described in Article 7;

**.2** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

**.3** The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 12.1.6.1.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in Section 5.1.1, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 12.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

**§ 12.1.6.2** 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** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

**.4** 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;

**.5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

**.6** Retainage withheld pursuant to Section 12.1.7.

**§ 12.1.7 Retainage**

**§ 12.1.7.1** 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:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)on the Contractor's fee and any work that the Contractor self-performs.

**§ 12.1.7.1.1** The following items are not subject to retainage:
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

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General Conditions, permits, bonds, and insurance.

**§ 12.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:
*(If the retainage established in Section 12.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

**§ 12.1.7.3** Except as set forth in this Section 12.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

**§ 12.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 12.1.9** Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 12.1.10** The Owner and the Contractor 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 Contractor shall execute subcontracts in accordance with those agreements.

**§ 12.1.11** In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, 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 12.1.4 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 Contractor 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.

**§ 12.2 Final Payment**

**§ 12.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract, except for the Contractor'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 Contractor 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 12.2.2.

**§ 12.2.2** Within 30 days of the Owner's receipt of the Contractor'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.

**§ 12.2.2.1** 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 auditor's findings to the Architect.

**§ 12.2.2.2** Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the

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Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor 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 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

**§ 12.2.2.3** If the Owner's auditors report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor 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 Contractor within 30 days after the Contractor'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 Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

**§ 12.2.3** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 12.2.4** If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment.

**§ 12.3 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.)*

%

**ARTICLE 13 DISPUTE RESOLUTION**

**§ 13.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 unless the parties appoint below another individual, not a party to the Agreement, to serve as 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.)*

**§ 13.2 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 Section 15 of AIA Document A201–2017

[ **X** ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 14 TERMINATION OR SUSPENSION

### § 14.1 Termination

**§ 14.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

### § 14.1.2 Termination by the Owner for Cause

**§ 14.1.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the Owner shall then only pay the Contractor an amount calculated as follows:

**.1** Take the Cost of the Work incurred by the Contractor to the date of termination;

**.2** Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor'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.

**§ 14.1.2.2** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

### § 14.1.3 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 Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

### § 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Contract Sum 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 Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

**§ 15.1** 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.

**§ 15.2** The Owner's representative:

*(Name, address, email address and other information)*

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Laurie Hokkanen, City Manager
City of Chanhassen

7700 Market Blvd
Chanhassen, MN 55317

Email: lhokkanen@ci.chanhassen.mn.us

**§ 15.3** The Contractor's representative:
*(Name, address, email address and other information)*

Simon Mark, Project Manager
RJM Construction LLC
830 Boone Avenue North
Golden Valley, MN 55427
Phone: 612-297-4402
Email: simon.mark@rjmconstruction.com

**§ 15.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 15.5 Insurance and Bonds**
**§ 15.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 15.5.2** The Contractor shall provide bonds as set forth in AIA Document A103–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 15.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or otherwise as set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 15.7** Other provisions:

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**
**§ 16.1** This Agreement is comprised of the following documents:

**.1** AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor
**.2** AIA Document A103™–2017, Exhibit A, Insurance and Bonds
**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified
**.4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

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**.5** Drawings

| Number | Title | Date |
|---|---|---|

**.6** Specifications

| Section | Title | Date | Pages |
|---|---|---|---|

**.7** Addenda, if any:

| Number | Date | Pages |
|---|---|---|

Portions of Addenda relating to proposal requirements are not part of the Contract Documents unless the proposal requirements are also enumerated in this Article 16.

**.8** Other Exhibits:
*(Check all boxes that apply.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

[ ] The Sustainability Plan:

| Title | Date | Pages |
|---|---|---|

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**.9** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*
Exhibit 1 – Estimate Summary dated August 26, 2026
Exhibit 2 - Purchasing Agent Agreement

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

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DocuSigned by:
Ted Beckman
7457525E7FAE414...

| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
|---|---|
| BY: | BY: Ted Beckman, President |
| *(Printed name and title)* | *(Printed name and title)* |

DS
BB 9/21/2026

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CONSTRUCTION

Exhibit 1

# ESTIMATE SUMMARY

| | |
|---|---|
| **ESTIMATE SUMMARY DATE:** | August 26t, 2026 |
| **ESTIMATE DATE:** | July 14, 2026 |
| **PROJECT:** | **Chanhassen Community Center** |
| **ARCHITECT:** | BKV Group |
| **DRAWING DATE:** | April 28, 2026 |

| DESCRIPTION | Notes | Labor | Material | Total Estimate | $/sf 183,850 |
|---|---|---|---|---|---|
| ***Construction Costs*** | | | | | |
| 1A - Survey | | $55,300 | $0 | $55,300 | $0.30 |
| 1B - Final Cleaning | | $115,785 | $0 | $115,785 | $0.63 |
| Daily Cleaning, Construction Dumpsters, Temporary Barriers & Enclosures | | $438,422 | $0 | $438,422 | $2.38 |
| 3A - Concrete | | $1,507,075 | $1,430,935 | $2,938,010 | $15.98 |
| 3B - Precast Structural Concrete Walls & Plank | | $1,351,730 | $4,488,932 | $5,840,662 | $31.77 |
| 4A - Masonry | | $1,052,574 | $350,858 | $1,403,432 | $7.63 |
| 5A - Structural Steel/Misc. Metals Labor & Material | | $4,783,850 | $1,137,740 | $5,921,590 | $32.21 |
| 6A - Building Works | | $704,590 | $56,760 | $761,350 | $4.14 |
| 6B - Millwork | | $154,783 | $367,042 | $521,825 | $2.84 |
| 7A - Waterproofing | | $172,719 | $128,028 | $300,747 | $1.64 |
| 7B - Metal Panels | | $475,080 | $344,315 | $819,395 | $4.46 |
| 7C - Roofing | | $676,835 | $2,253,962 | $2,930,797 | $15.94 |
| 7D - Joint Sealants | | $55,820 | $15,440 | $71,260 | $0.39 |
| 7I - Weather & Air Barrier | | $41,182 | $10,679 | $51,861 | $0.28 |
| 7# - Fireproofing | | $226,515 | $174,819 | $401,334 | $2.18 |
| 8A - Doors, Frames, & Hardware | | $0 | $325,113 | $325,113 | $1.77 |
| 8B - Sectional, Coiling, & Specialty/Fire Doors | | $29,000 | $103,877 | $132,877 | $0.72 |
| 8C - Aluminum Framing & Glazing | | $378,050 | $1,190,860 | $1,568,910 | $8.53 |
| 9A - Gypsum Assemblies & Fire Proofing | | $842,269 | $280,756 | $1,123,025 | $6.11 |
| 9B - Tile | | $179,600 | $89,278 | $268,878 | $1.46 |
| 9C - ACT | | $206,843 | $266,585 | $473,428 | $2.58 |
| 9D - Resinous, Polished, & Sealed Flooring | | $202,090 | $86,610 | $288,700 | $1.57 |
| 9E - Resilient & Carpet Flooring | | $125,354 | $203,825 | $329,179 | $1.79 |
| 9F - Painting & Wall Covering | | $751,575 | $400,500 | $1,152,075 | $6.27 |
| 9G - Athletic, Wood, & Sports Flooring | | $384,170 | $545,990 | $930,160 | $5.06 |
| 9H - Opperable Walls | | $58,195 | $290,849 | $349,044 | $1.90 |
| 10A - Signage | | $103,003 | $187,606 | $290,609 | $1.58 |
| 10D - Specialties | | $0 | $225,605 | $225,605 | $1.23 |
| 11A - Gymnasium Equipment / Bleachers | | $59,500 | $218,400 | $277,900 | $1.51 |
| 11E - Rink Furnishings & Locker Benches | | $300,411 | $843,268 | $1,143,679 | $6.22 |
| 13C - Ice Rink Systems | | $1,480,674 | $2,609,901 | $4,090,575 | $22.25 |
| 14A - Elevators | | $118,646 | $178,664 | $297,310 | $1.62 |
| 21A - Fire Protection | | $980,872 | $190,180 | $1,171,052 | $6.37 |
| 22A - Plumbing | | $1,025,411 | $1,641,239 | $2,666,650 | $14.50 |
| 23A - HVAC | | $2,011,024 | $5,809,051 | $7,820,075 | $42.54 |
| 26A - Electrical | | $2,468,927 | $2,717,650 | $5,186,577 | $28.21 |
| 31A - Earthwork | | $2,699,700 | $300,000 | $2,999,700 | $16.32 |
| 31A - Asphalt | | $208,186 | $415,813 | $623,999 | $3.39 |
| 32B - Site Concrete | | $426,835 | $255,440 | $682,275 | $3.71 |
| 32C - Landscaping, Irrigation, & Site Furnishings | | $515,100 | $343,400 | $858,500 | $4.67 |
| 32D - Fences & Gates | | $84,210 | $56,590 | $140,800 | $0.77 |
| 32E - Retaining Walls | | $372,797 | $199,450 | $572,247 | $3.11 |
| 33A - Utilities | | $739,876 | $849,131 | $1,589,007 | $8.64 |
| General Requirements, General Conditions, Preconstruction Fee | | $2,452,707 | $0 | $2,452,707 | $13.34 |
| General Liability Insurance | | $594,432 | $0 | $594,432 | $3.23 |
| Builders Risk Insurance | | $157,874 | $0 | $157,874 | $0.86 |
| Building Permit | | $50,000 | $0 | $50,000 | $0.27 |
| Bond | | $38,591 | $0 | $38,591 | $0.21 |
| ***Subtotal Construction Costs*** | | ***$31,858,182*** | ***$31,585,141*** | ***$63,443,323*** | ***$345.08*** |
| Escalation | | $0 | $0 | $0 | $0.00 |
| Design Contingency | | $0 | $0 | $0 | $0.00 |
| Construction Contingency | | $2,407,583 | $0 | $2,407,583 | $13.10 |
| Contractors Fee | | $986,475 | $0 | $986,475 | $5.37 |
| ***Total Construction Estimate*** | | ***$35,252,240*** | ***$31,585,141*** | ***$66,837,381*** | ***$363.54*** |

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# PURCHASING AGENT AGREEMENT

THIS AGREEMENT made this 26th day of August, 2026 by and between City of Chanhassen (hereinafter "Owner") and RJM Construction LLC (hereinafter "Contractor").

## WITNESSETH:

WHEREAS, the parties hereto have entered into the Standard Form of Agreement Between Owner and General Contractor, dated 8/26/2026 relating to the construction of the Chanhassen Community Center (hereinafter "Project"); and

WHEREAS, Contractor represents and warrants that it has provided Owner with a listing of the materials and equipment and quantities thereof necessary to complete the Project (as such term is defined in the Contract Documents) in accordance with the Plans and specifications; and

WHEREAS, the parties hereto desire to have Contractor appointed Owner's purchasing agent for the purchase of the materials and equipment (except for those incidental items to be consumed on the site) to be incorporated into the Project.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Appointment of Purchasing Agent. Owner hereby appoints Contractor as its Purchasing Agent to act on behalf of the Owner for the purchase of the materials and equipment to be incorporated into the Project (the "Materials"), in a manner consistent with Minnesota Statutes, and, Minnesota Rules §8130.1200, Subpart 3, so that neither Owner nor Contractor will be required to pay sales or use taxes on the Materials. All Materials, and the quantities thereof, shall conform to the Plans and Specifications.

1.1 Contractor, as Purchasing Agent for Owner, shall, in accordance with the Standard Form of Agreement referred to above, including the Specifications and all provisions concerning submittals or shop drawings, coordination and time of completion, (1) purchase the Materials, (2) collect and process all invoices or other statements from vendors or suppliers of the Materials, (3) submit payment requests to the Architect and Owner for approval for payment, and (4) upon receipt of necessary funds from Owner, disburse such funds to the appropriate vendors and suppliers on behalf of the Owner.

1.2 Contractor shall disclose to Owner the names and addresses of all persons with whom it contracts, as Purchasing Agent, with respect to the Materials.

2. Title to Materials. Title to the Materials shall immediately vest in Owner at the point of delivery. Owner shall have the right of entry and free access to the Project at all items and the right to inspect all items of the Materials installed or stored in or about the Project.

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3. Risk of Loss. Risk of loss, damage or destruction with respect to the Materials shall be that of Owner and shall be protected by its insurance coverage. Contractor shall exercise reasonable care and shall take reasonable precautions for the safekeeping of all Materials in its custody before installation, use or incorporation in the Project.

4. Defects in Materials. Owner shall hold the manufacturer or supplier responsible for any of the Materials which are defective and shall contact the manufacturer or supplier for immediate replacement or correction of such defective Materials. Contractor shall use its best efforts to assure that the Materials purchased by it hereunder as Owner's purchasing agent are, when delivered to the site, of workmanlike quality, are not defective, are fit for the purpose for which they are intended and otherwise conform to the Plans and Specifications, but Contractor shall not itself be responsible for such defective Materials. Contractor agrees to assist Owner with respect to any claims made against the manufacturer or supplier of the Materials.

5. Notice to Supplier. Contractor shall furnish adequate notification to all vendors and suppliers of the Materials that it is acting as Purchasing Agent for Owner pursuant to this Agreement and that the obligation for payment is the sole responsibility of Owner. All purchase orders and other documents furnished to a vendor or supplier shall clearly reflect the agency relationship between Contractor and Owner and provide as follows:

> "This purchase is made by the undersigned on behalf of, and as agent for, the Chanhassen Community Center project which is exempt from Minnesota Sales and Use Tax. This purchase qualifies for tax exemption. Do not include Minnesota Sales and Use Tax on this purchase. Title to goods purchased under this Purchase order shall pass directly from you as vendor to City of Chanhassen which is solely responsible for payment. Invoices should be addressed to City of Chanhassen c/o RJM Construction LLC, but submitted and deliveries made to the undersigned as agent for City of Chanhassen. A copy of City of Chanhassen Certificate of Exemption Form ST3 for Minnesota Sale and Use Tax purposes has been or is herewith provided."

6. Subcontractors. Owner authorizes Contractor, as Purchasing Agent for Owner, to delegate authority to purchase any of the Materials on Owner's behalf to one or more of its several subcontractors. Each such subcontractor shall direct each vendor and supplier thereof to submit invoices and make delivery to the subcontractor as agent for Owner. Each subcontract under which the Contractor delegates such authority shall contain substantially the same provisions as this Agreement.

7. Disputes with Tax Authorities. If contractor or any subcontractor or supplier of Contractor is obligated to pay any Sales or Use Tax with respect to the purchase of any of the Materials, Owner shall be solely responsible for the payment of such tax and related penalties and interest. Owner shall defend, indemnify and hold Contractor (including Contractor's subcontractors and suppliers and vendors) harmless from and against any claim, loss, cost, penalty or expense arising out of the assessment or imposition of any such Sales or Use Tax. At Owner's sole option, Owner may dispute, protest or otherwise

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resist the imposition or assessment of any such Sales or Use Tax at no expense to the Contractor. Contractor shall promptly notify Owner of any actual or threatened imposition or assessment of either Sales or Use Taxes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Chanhassen

By:_____
Name:
Title:

RJM Construction LLC

DocuSigned by:
Ted Beckman
7457525E7FAE414...

By:_____
Name: Ted Beckman
Title: President

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# *Additions and Deletions Report for*
## *AIA® Document A103® – 2017*

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 15:52:06 CDT on 09/18/2026.

**PAGE 1:**

AGREEMENT made as of the 26th day of August in the year Two Thousand Twenty-six.

City of Chanhassen

7700 Market Blvd

PO Box 147

Chanhassen, MN 55317

RJM Construction LLC
830 Boone Avenue N.
Golden Valley, MN 55427

Chanhassen Community Center
1351 Bluff Creek Blvd,
Chanhassen, MN 55317

BKV Group

222 North Second Street

Long & Kees Bldg, Suite 101

Minneapolis, MN 55401

THIS AGREEMENT AMENDS AND REPLACES THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, AIA DOCUMENT A133-2019 DATED 10/15/2025. THIS AGREEMENT COVERS MATERIAL AND EQUIPMENT PURCHASES ONLY. LABOR AND INSTALLATION ARE IN A SEPARATE AGREEMENT WHICH IS THE AIA DOUCMENT A133-2019 DATED 8/26/2026 AND IS ENTERED CONTEMPORANEOUSLY WITH THIS AIA DOCUMENT A103-2017 DATED 8/26/2026. MATERIAL SHALL BE PURCHASED TAX EXEMPT BASED UPON CITY OF CHANHASSEN'S TAX-EXEMPT STATUS, AND RJM SHALL BE PURCHASING AGENT ON BEHALF OF CITY OF CHANHASSEN.

**PAGE 3:**

[ x ] Established as follows:

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The date commencement shall be the later of either (1) the date established in the Owner's written notice to proceed, or (2) the date Contractor receives the building permit or completed working drawings and specifications. (Mobilization anticipated to occur on or about [August 24th, 2026].)

[ X ]Not later than Six hundred sixty ( 660 ) calendar days from the date of commencement of the Work.

Six hundred sixty (660) days from the date of commencement of the work

The stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the contract documents so that the owner can occupy or use the work for its intended purpose.

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee. Estimated material cost as of August 26th, 2026 - Exhibit 1, is Thirty-one Million Five Hundred Eighty-five Thousand One hundred forty-one Dollars and zero cents ($31,585,141).

One point five percent (1.5%) of GMP Value

**PAGE 4:**

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed seventy-five percent ( 75 %) of the standard rental rate paid at the place of the Project.

See A133-2019 & 6.1.6

**PAGE 9:**

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

**PAGE 10:**

Five percent (5%)on the Contractor's fee and any work that the Contractor self-performs.

General Conditions, permits, bonds, and insurance.

**PAGE 12:**

[ x ] Litigation in a court of competent jurisdiction

**PAGE 13:**

Laurie Hokkanen, City Manager
City of Chanhassen

7700 Market Blvd
Chanhassen, MN 55317

Email: HYPERLINK "mailto:lhokkanen@ci.chanhassen.mn.us" lhokkanen@ci.chanhassen.mn.us

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Simon Mark, Project Manager
RJM Construction LLC
830 Boone Avenue North
Golden Valley, MN 55427
Phone: 612-297-4402
Email: HYPERLINK "mailto:simon.mark@rjmconstruction.com" simon.mark@rjmconstruction.com

-

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or ~~as~~ otherwise as set forth below:

(If other than in accordance with ~~a building information modeling exhibit~~AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

.4AIA Document E203™–2013, Building ~~information modeling exhibit~~Information Modeling and Digital Data Exhibit, dated as indicated below:

**PAGE 14:**

(Insert the date of the ~~building information modeling exhibit~~E203-2013 incorporated into this Agreement.)

Exhibit 1 – Estimate Summary dated August 26, 2026

Exhibit 2 - Purchasing Agent Agreement

**PAGE 15:**

BY: Ted Beckman, President

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# *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 15:52:06 CDT on 09/18/2026 under Order No. 20250153218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A103™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# AIA® Document A103® – 2017 Exhibit A

## *Insurance and Bonds*

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 26th day of August in the year Two Thousand Twenty-six.
*(In words, indicate day, month and year.)*

for the following **PROJECT**:
*(Name and location or address)*

Chanhassen Community Center
Hwy 212 & Powers Blvd
Chanhassen, MN 55317

**THE OWNER:**
*(Name, legal status and address)*

City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen, MN 55317

**THE CONTRACTOR:**
*(Name, legal status and address)*

RJM Construction, LLC
830 Boone Avenue North
Golden Valley, MN 55427

**TABLE OF ARTICLES**

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

**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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

### ARTICLE A.2 OWNER'S INSURANCE

**§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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**§ A.2.2 Liability Insurance**
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ A.2.3 Required Property Insurance**
**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
*(Indicate below the cause of loss and any applicable sub-limit.)*

| Causes of Loss | Sub-Limit |
|---|---|

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|---|---|

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**
The Owner shall purchase and maintain the insurance selected and described below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[ X ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ X ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ X ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ X ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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**§ A.2.5 Other Optional Insurance.**
The Owner shall purchase and maintain the insurance selected below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

[ X ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

| Coverage | Limits |
|---|---|

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**
**§ A.3.1 General**
**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**
**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**
**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million Dollars ($ 5,000,000 ) each occurrence, Ten Million Dollars ($ 10,000,000 ) general

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aggregate, and Ten Million Dollars ($ 10,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) 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.

**§ A.3.2.4** The Contractor 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 insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, 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.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) per claim and Ten Million Dollars ($ 1,000,000 ) in the aggregate.

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**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ X ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

| Coverage | Limits |
|---|---|
| a. RJM limits of insurance as per limits in RJM Certificate of Insurance. | |
| b. Excess Umbrella Liability – Five Million Dollars ($5,000,000). | |

**§ A.3.4 Performance Bond and Payment Bond**
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
*(Specify type and penal sum of bonds.)*

| Type | Penal Sum ($0.00) |
|---|---|
| Payment Bond | TDB |
| Performance Bond | TDB |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. Construction Manager shall be reimbursed for the cost of the performance and payment bonds procured pursuant to this section at the rate of 0.85% of construction management reimbursable staff, fee, and materials of the penal sum. Subcontractors will be required to provide dual obligee bonds for the amount of their contract sum using ConcensusDocs bond forms. Contractor's bonds shall be for that amount of the sum of this Agreement which is not subcontracted.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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# *Additions and Deletions Report for*

## *AIA® Document A103® – 2017 Exhibit A*

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.

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**PAGE 1:**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 26th day of August in the year Two Thousand Twenty-six.

Chanhassen Community Center
Hwy 212 & Powers Blvd
Chanhassen, MN 55317

City of Chanhassen

7700 Market Blvd

PO Box 147

Chanhassen, MN 55317

RJM Construction, LLC
830 Boone Avenue North
Golden Valley, MN 55427

**PAGE 3:**

[ X ]§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ X ]§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ X ]§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ X ]§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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[ X ]§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

**PAGE 4:**

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million Dollars ($ 5,000,000 ) each occurrence, Ten Million Dollars ($ 10,000,000 ) general aggregate, and Ten Million Dollars ($ 10,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

**PAGE 5:**

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) 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.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000 ) per claim and Ten Million Dollars ($ 1,000,000 ) in the aggregate.

**PAGE 6:**

[ x ]§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

RJM limits of insurance as per limits in RJM Certificate of Insurance.

Excess Umbrella Liability – Five Million Dollars ($5,000,000).

TDB

TDB

**PAGE 7:**

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. Construction Manager shall be reimbursed for the cost of the performance and payment bonds procured pursuant to this section at the rate of 0.85% of construction management reimbursable staff, fee, and materials of the penal sum. Subcontractors will be required to provide dual obligee bonds for the amount of their contract sum using ConcensusDocs bond forms. Contractor's bonds shall be for that amount of the sum of this Agreement which is not subcontracted.

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