

AGREEMENT

WHEREAS, the City of Shakopee (“City”) entered into a Standard Form of Agreement Between Owner and Construction Manager as Advisor, AIA Document C132-2019 with RJM Construction LLC (“RJM”) dated August 15, 2023 (the “Contract”), concerning the SandVenture Park Redevelopment project (the “Project”) located at 1101 Adams Street, Shakopee, Minnesota 55379 (the “Project Site”);

WHEREAS, the City believes that sufficient grounds exist for the City to terminate the Contract for cause;

WHEREAS, RJM denies that the City has any ground to terminate the Contract for cause, but acknowledges that the City may terminate the Contract for convenience; and

WHEREAS, the City and RJM mutually wish to release RJM from performing any further obligations under the Contract.

NOW, therefore, the City and RJM stipulate and agree as follows:

1. As of midnight February 10, 2024, RJM shall have no further obligations under the Contract, including but not limited to any and all obligations related to the Project Site.
2. The City agrees to indemnify, defend and hold RJM harmless from any and all claims, losses, damages, costs, and expenses, including attorney’s fees arising from or related to events or activities occurring after midnight February 10, 2024 related to the Project or the Project Site.

3. RJM will remove its construction trailer and any of its tools and equipment from the Project Site on or before February 9, 2024.
4. On or before February 9, 2024, RJM will terminate all general conditions, rental arrangements like dumpster and porta-potty rentals; provided, however, the fencing rental agreement with Action Fence, Inc. will remain in place until Friday, February 16, 2024, or until such earlier date that the City is able to provide temporary fencing. The City will reimburse RJM the \$10,539 it has paid to Action Fence for the temporary fencing now in place.
5. Effective at midnight February 10, 2024, RJM will terminate the Builder's Risk insurance it was providing with respect to the Project.
6. By February 21, 2024, RJM will turn over to the City all construction-related documents, field notes, and progress reports related to the Project..
7. On or before February 21, 2024, the City will provide a letter to RJM setting forth in detail the basis for any claim that RJM has failed to substantially perform its contractual obligations to the City.
8. On or before February 21, 2024, RJM shall submit to the City all additional bills and invoices for compensation it claims under the Contract.
9. The parties, including representatives with settlement authority and their counsel, will meet in a good faith effort to resolve their disputes at a mutually agreeable time and place before March 22, 2024.
10. The parties reserve all rights, claims, remedies, and defenses against one another under the Contract, except to the extent expressly modified by this Agreement, and

Minnesota law. RJM's claims for payments due or which become due under the Contract are expressly preserved.

11. The undersigned signatories to this Agreement represent and warrant that they have full authority to execute this Agreement.
12. The Agreement will be interpreted and enforced under Minnesota law, may be executed in counterparts, with a PDF copy treated the same as an original.

CITY OF SHAKOPEE:

RJM CONSTRUCTION LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____