

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT DEVELOPMENT AGREEMENT (this “Amendment”), dated as of this ___ day of _____, 2023 (the “Effective Date”), is made by and among the CITY OF MADISON, a Wisconsin municipal corporation (the “City”), and MORTENSON DEVELOPMENT, INC., a Minnesota corporation (the “Developer”, and together with the City, the “Parties”).

RECITALS

WHEREAS, the City and Developer are parties to that certain Development Agreement dated as of April 13, 2023 (the “Original Agreement”, and together with this Amendment, the “Agreement”) for the development of certain real property located at 415 North Lake Street, Madison, Wisconsin more fully described in the Agreement;

WHEREAS, the Original Agreement contemplated further advancement of plans and the further definition of certain dates related to the development of the Property (as defined in the Original Agreement) which the Parties have now agreed upon.

WHEREAS, the Original Agreement contemplated that the City would enter into an agency construction management agreement with Construction Manager for services related to the Parking Ramp Development, however City has determined such role and services are not necessary for the Parking Ramp Development, and City does not wish to incur fees or costs for such services, and the Parties now agree such role and services shall be removed from the Agreement as further set forth in this Amendment.

WHEREAS, the parties hereby desire to enter into this Amendment to modify and amend the terms and conditions of the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to them in the Original Agreement.
2. No Construction Manager. The Parties agree that there will be no CMA or Construction Manager for the Parking Ramp Development. The entirety of Section 3.1(a)(8) of the Agreement, the first sentence of Section 5.1(c) of the Agreement and Exhibit D of the Agreement are hereby deleted and shall be of no force and effect.
3. Section 1.2(b)(2) shall be amended and restated to read as follows:

(2) construction on the Property of the Parking Ramp in accordance with the Approved Plans (as defined below) which will consist of (i) approximately 500 parking stalls, of which 80 stalls located on the lower floor of the Parking Ramp will be private parking stalls reserved in perpetuity for the exclusive use of the owner of the Private Development Parcel, its tenants and permittees, without charge, except as described in the Condominium Documents, payable to the City or any subsequent owner of the Parking Ramp pursuant to the terms of a parking easement; and (ii) an intermodal transit station with three (3) stalls for bus parking and a waiting area for customers (collectively the “Parking Ramp”).
4. The last paragraph of Section 1.2 shall be amended and restated to read as follows:

The scope delineation and design development drawings for the construction of the Parking Ramp Development (the “Phase I Drawings”) are (or shall be) attached to this Agreement as Exhibits E-1 and E-2, respectively, and the design development drawings for the construction of the Private Development (the “Phase II Drawings”) shall be attached to this Agreement as Exhibit E-3 (such preliminary plans in E-2 and E-3, together with revisions or further developments of such plans which are approved by City and Developer are collectively referred to as the “Approved Plans”).

5. The following shall be added as new Section 5.1(g): “City shall at City’s sole cost and expense cause routine inspections of the Parking Ramp Development to be performed by the City’s Architect during the period of the Parking Ramp Development construction, as would be customary for similar size and type of projects and in accordance with the City’s contract with its architect. The Developer shall have the right to review all results of such inspections, including all reports generated therefrom and from all other standard practice inspections of the Parking Ramp Development, and may conduct, at its option and at its sole cost and expense, additional third-party testing upon reasonable notice. Any additional testing that Developer desires to perform shall be coordinated with the City or its general contractor and shall be done in a manner and at a time so as not to delay the work on the Parking Ramp Development.
6. Right to Review. The following shall be added as new Section 5.3 of the Agreement:
 - a. In addition to the rights of the Developer set forth in the Original Agreement, Developer shall have the rights to the following associated with the Parking Ramp Development, at Developer’s sole cost and expense:
 - (1) Developer may review the design of the Parking Ramp Development and make recommendations where appropriate to coordinate with the Private Development.
 - (2) The Developer may review the structural elements (grid spacing, loads, geometry, ramps, circulation, etc.) within the Parking Ramp Development required to support the Private Development and, within ten (10) business days after receipt of the same, suggest changes as necessary or appropriate. If Developer does not timely provide comments, Developer shall be deemed to have accepted such conditions and shall have no claim against the City with respect to the design of the same.
 - (3) The Developer may review the mechanical, plumbing, fire protection, low voltage, vertical circulation and electrical items that will be within the Parking Ramp Development and are required to serve the Private Development, and the sizing and loads for such utilities and systems which are being used by the City regarding the same, and within ten (10) business days after receipt of the same, shall suggest modifications as necessary or appropriate. If Developer does not timely provide comments, Developer shall be deemed to have accepted such conditions and shall have no claim against the City with respect to the design of the same.
 - (4) The Developer may review the design of the interface between the Parking Ramp Development and Private Development at ground level as it relates to the Private Development’s footprint and entrances/exits.
 - (5) The Developer may review on a monthly basis the schedule update provided by the general contractor for the Parking Ramp Development.
 - (6) The Developer may attend major Parking Ramp Development team meetings in Madison, WI for the Parking Ramp Development and conduct field visits, as needed.

- (7) The Developer shall be informed by the City of any design or coordination issues during the construction phase which could have impact on the Parking Ramp Development and Private Development schedule. If the City becomes aware of any design or coordination issues during the construction phase of the Parking Ramp Development that would have a material impact on the Private Development cost, the City will inform the Developer.
- (8) The Developer may monitor the Parking Ramp Development general contractor's on site construction activities for the Parking Ramp Development.
- (9) Developer will have early access to the Parking Ramp Development to construct tower crane foundations and erect the tower crane for the Private Development.

None of the rights given to the Developer in this Section shall give Developer the right to direct, make decisions, delay or interfere with, the design or construction of the Parking Ramp Development, provided that the Developer retains the right to approve the final design of the Parking Ramp Development as provided in Section 5.1(a) of the Agreement. Approval of items under this Agreement shall not impose upon Developer any affirmative responsibility for the design of the Parking Ramp Development, including but not limited to structural integrity or life-safety requirements, nor relieve City of its responsibility for the design and construction of the Parking Ramp Development.

- b. In addition to the rights of the City set forth in the Original Agreement, City shall have the right to the following associated with the Private Development, at the City's sole cost and expense:
 - (1) To the extent that the Private Development interfaces with the Parking Ramp Development, City may review the design of the Private Development and make recommendations within ten (10) business days after receipt of the same where appropriate to coordinate with the Parking Ramp Development. If City does not timely provide recommendations, City shall be deemed to have no recommendations; City shall have no claim against the Developer with respect to the design of the same.
 - (2) To the extent that the Private Development impacts the Parking Ramp, the City may review the structural calculations for the Private Development within ten (10) business days after receipt of the same and suggest modifications as appropriate. If City does not timely provide comments, City shall be deemed to have no comments. City shall have no claim against the Developer with respect to the calculations of the same.
 - (3) The City may review the mechanical, plumbing, vertical circulation, fire and life safety, and electrical items where the Private Development interfaces with the Parking Ramp, but originating in the Parking Ramp, and suggest modifications as appropriate within ten (10) business days after receipt of the same. If City does not timely provide comments, City shall be deemed to have no comments; City shall have no claim against the Developer with respect to these items.
 - (4) The City may review the design of the interface between the Parking Ramp and Private Development at ground level as it relates to the Parking Ramp Development's footprint and entrances/exits.

The City shall be informed by the Developer of any design or coordination issues during the construction phase which could have material impact on the Parking Ramp schedule. If Developer becomes aware of any design or coordination issues during the construction phase of the Parking Ramp that would have a material impact on the Parking Ramp cost, Developer will inform the City.

Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by the City of its governmental powers (including police, regulatory and taxing powers) with respect to Developer or the Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

None of the rights given to the City in this Section shall give City the right to direct, make decisions, delay or interfere with, the design or construction of the Private Development. Review or approval of items under this Section shall not relieve City of its responsibility for the design and construction of the Parking Ramp Development. Review of items under this Agreement shall not impose upon City any affirmative responsibility for the design of the Private Development, including but not limited to structural integrity or life-safety requirements, nor relieve Developer of its responsibility for the design and construction of the Private Development.

- c. To the extent that a party must obtain the other party's consent or approval (the "Responsive Party") on an issue or decision relating to the design or construction of the Project, and no deadline is established for the Responsive Party to act, then in all such cases the Responsive Party shall have ten (10) business days from the date of the request for its consent or approval within which to respond to the requesting party.
7. Release Milestone. The Parties require additional time to finalize details of the Release Milestone and the Release Milestone Date. Notwithstanding anything to the contrary in Section 3.1(a)(9)(iii) or 3.1(a)(9)(iv) of the Original Agreement, the Parties agree that the "Release Milestone Date" shall mean January 6, 2025, unless: (a) Developer elects to delay the start of its Private Development by one (1) year, which shall be determined (and notice provided to City) prior to the date on which the City releases the bid package for the Parking Ramp Development, in which case the Release Milestone Date will be modified by the City to reflect the new schedule; or (b) if Developer elects, before June 1, 2023, to construct the concrete slab above level P6 of the Parking Ramp (with cost to be reimbursed by City) Release Milestone Date would shift to a mutually agreed upon date.

In the event that the design or construction of the Parking Ramp Development is delayed due to acts of Developer that have a direct impact on the Parking Ramp Development or Developer's breach of any obligations imposed on Developer in this Agreement, the City shall be entitled to an extension of time to achieve the Release Milestone Date and such date shall be extended by the number of days the schedule is adversely impacted as a result of such delay. Provided, however, that the City shall not be entitled to assert such extension due to an act of Developer unless the City notifies Developer, in writing, of the matter giving rise to such Developer caused delay within ten (10) business days after it becomes aware of such act and the full extent of such delay

In the event that the design or construction of the Parking Ramp Development is delayed due to force majeure events, the parties agree to work cooperatively and in good faith to try to minimize and/or mitigate such delay so that the Release Milestone Date can be met by the City without substantial additional cost, provided that Developer will be under no obligation to agree to an extension to the Release Milestone Date.

The “Release Milestone” shall mean the City has completed the following site access conditions and scopes of work listed below on and prior to the Release Milestone Date, to the extent that the scopes of work are within the City’s scope as defined by Exhibit E. Prior to the date the City releases the bid package for the Parking Ramp Development, the parties shall work cooperatively and in good faith to update Exhibit G and the definition of the Release Milestone (i.e. the site access conditions and scopes of work listed below), which shall not require the approval of City Council.

Site Access Conditions:

- Developer controls Lake Street frontage (except shared access gate) / City controls Hawthorne Court frontage. The Parties note that both City and Developer shall, from time to time, require access off both Lake Street and Hawthorne Ct. and shall coordinate with the other contractor in such circumstances.
- City ensures that Developer tower crane locations are free from any encroachments that would prevent the future construction of tower crane foundations.
- City demobilizes from Lake Street.
- City permanently vacates podium roof (for Developer mobilization and staging).
- City temporarily vacates P5 and P6 for Developer to perform re-shoring (City can occupy these levels upon removal of Developer re-shoring).
- City will permanently vacate ground floor housing program space.
- City allows for Developer to control air space moving forward (City hoisting will not utilize a crane.)
- Developer shall have exclusive access to housing stairwells and elevator shafts

Scopes of Work:

- Demolition of the previous parking garage is complete.
- Footings and foundations for the Parking Ramp are complete.
- Parking Ramp structure is complete (decks, cores, slab on grade), including sleeves for rough-in under Developer’s scope.
- All utilities are brought into the Parking Ramp Development, including systems under slab.
- Building storm lines roughed-in to Property.
- Electrical service conduit from electrical vault to Property is complete.
- Electrical vault is complete.
- Parking Ramp barrier cable is installed on east side.
- Shafts are ready for elevator installation.
- Stairs are installed throughout the Parking Ramp Development, consistent with Phase I Drawings.
- All delineation walls, doors, enclosures are in place as required between the garage the housing and consistent with Phase I Drawings.
- Sleeving for Parking Ramp Development podium level is complete for water and waste.

In the event of any direct conflicts between terms set forth in Exhibit G and the terms of this Amendment, this Amendment shall control with respect to the conflicting language.

8. Section 3.1(a)(9)(i) through (iv) shall be replaced with the following:

An escrow agreement by and among City, Developer and a title company reasonably selected by Developer (“Title Company”) providing for the escrow of Purchase Price at Closing to secure the City’s obligation to develop and construct the Parking Ramp Development (“City Work Escrow”). The escrow agreement shall provide for phased release of the escrowed sum as follows:

- (i) \$500,000 to be released to the City upon the City Engineer's acceptance of the utility work that the City is required to perform as set forth in Exhibit E;
- (ii) \$4,000,000 to be released to the City upon the Project architect's confirmation that the foundations for the Parking Ramp Development have been substantially completed;
- (iii) all amounts then held in escrow in excess of Six Million Dollars (\$6,000,000) ("Remaining Escrow Amount") to be released upon the City obtaining the Release Milestone; and
- (iv) the balance then held in escrow as follows:

(A) if the Release Milestone is achieved by the Release Milestone Date, then the Remaining Escrow Amount Shall be released to the City upon the later of (a) obtaining a final certificate of occupancy for the Parking Ramp or (b) confirmation by the Project's architect that the Parking Ramp Development is complete;

(B) if the Release Milestone is not achieved by the Release Milestone Date, then the Remaining Escrow Amount shall be released as follows: within sixty (60) days following the latest of (a) the date a final certificate of occupancy is issued for the Parking Ramp, (b) confirmation by the Project's architect that the Parking Ramp Development is complete or (c) the date a final certificate of occupancy is issued for the Private Development (1) Developer will notify City and the Title Company of the actual damages incurred by Developer as a direct result of the City's failure to achieve the Release Milestone by the Release Milestone Date, and Developer shall provide sufficient documentation to itemize and support its calculations when available, (2) an amount equal to the actual damages incurred by Developer shall be released to Developer, and (3) any amount then remaining of the Remaining Escrow Amount shall be released to the City. Subject to the Developer's rights and remedies pursuant to the terms of Section 9.1 of this Agreement, the maximum amount due to Developer pursuant to (2) above shall not exceed the Remaining Escrow Amount.

- (ii) Exhibit A. Exhibit A of the Original Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
- (iii) Scope Delineation Exhibit. Exhibit E of the Original Agreement is hereby deleted in its entirety and replaced with Exhibit E-1 attached hereto, which together with any future changes to Exhibit E-1 as mutually agreed by the City and Developer. In the event of any conflicts between Exhibit E-1 as attached hereto and the Agreement, with respect to the delineation of responsibilities and costs, Exhibit E-1 shall control. In the event of a conflict between E-2 and E-1, with respect to the City's scope, or E-3 and E-1, with respect to the Developer's scope, in each case the drawings shall control over Exhibit E-1.
- (iv) Incorporation by Reference. The terms and provisions of this Amendment, and the exhibits attached hereto and described herein, are hereby incorporated into the Agreement and except for amendments expressly contained herein, all of the terms and provisions of the Original Agreement are and shall remain in full force and effect and unaltered. All references in this Amendment and in the Original Agreement to the "Agreement" shall be deemed to mean the Agreement as amended by this Amendment. To the extent that the terms and provision of this Amendment conflict with the terms and provisions of the Original Agreement, the terms and conditions of this Amendment will control.

- (v) Counterparts. This Amendment may be executed in counterparts, each of which shall constitute one and the same instrument.
- (vi) Wisconsin Law. This Amendment shall be deemed to have been made in the State of Wisconsin and its validity, construction, performance, breach and operation shall be governed by the laws of the State of Wisconsin.
- (vii) Severability. If any term or provision of this Amendment or the application thereto to any person or circumstance, shall, to any extent, be held invalid, unlawful or otherwise unenforceable, the remainder of this Amendment, or the application of such term or provisions to the persons or circumstances other than those as to which it is invalid, unlawful or otherwise unenforceable shall not be affected thereby and every other term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law

(Signatures begin on next page.)

CITY OF MADISON, WISCONSIN,
a municipal corporation

By: _____
Satya Rhodes-Conway
Mayor

By: _____
Maribeth Witzel-Behl
City Clerk

APPROVED:

APPROVED AS TO FORM:

David P. Schmiedicke
Finance Director

Michael R. Haas, City Attorney

The execution of this Agreement by City officials was authorized by Enactment No. _____, File No. _____, adopted _____, 2022.

[Signatures Continue on Following Page]

DEVELOPER:

MORTENSON DEVELOPMENT, INC.,
a Minnesota corporation

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 8, 9, and 10, Block 8, University Addition to Madison, in the City of Madison, Dane County, Wisconsin.

EXHIBIT E-1

Scope Delineation

LEGEND



Represent the extent of work area that is covered by the agreement with the City of Madison for the State Street Campus Garage Mixed-Use project, located at 415 N Lake Street, Madison WI.



Represent the extent of work area that is covered by the agreement with M. A. Mortenson Company for the Theory Madison Student Housing project, located at 415 N Lake Street, Madison WI.

2022 0928

Agreement Scope Responsibility				Design Responsibility	
Item No.	Item Description	City of Madison	Mortenson Development, Inc.	In EUA Scope	By Others
General Notes					
G(1)(a)	The parking component will be Park Smart certified	X			X
G(1)(b)	The housing component will be certified as LEED Silver.		X	X	
G(2)	EUA will coordinate with the city of Madison Arts Administrator to incorporate the cities Percent for Art program requirements.	X			X
Project Site					
S(1)	Site survey	X			X
S(2)	Environmental investigation	X			X
S(3)	CSM and condo plat		X		X
S(4)	Geotechnical investigation	X			X
S(5)	Demolition of existing building, site pavement, curb & gutter, and all related items within site perimeter, including spoils removal off site. EUA will provide a site demolition plan for zoning approval. Spoils removal to be coordinated by others.	X		X	X
S(6)	Documentation and monitoring (protection / mitigation) as required) of existing surrounding structures and construction	X			X

	easements with neighboring properties and assignable to Mortenson Development, Inc..				
S(7)	All new utilities and infrastructure as needed sized for the Project (including / not limited to Water, Sanitary / Storm Sewer, Gas,) (shared responsibility between EUA, Civil Designer and City). The City's responsibility is limited to sizing utilities and infrastructure from the public right of way to a mutually agreed upon demarcation point on the ground floor, with each party being responsible at their own cost for distribution to their own respective Project Elements. Each party shall be responsible for the cost and installation of all temporary utilities needed for the construction of their respective Project Elements.	X		X	
S(8)	Utility line disconnection / demolition / relocation, as needed. Civil designer will coordinate items as part of the site plan submittal and review process.	X			X
S(9)	All streetscape work in the Hawthorne Court right of way (ROW) including – landscape, hardscape, lighting, furnishings, bike share, etc. needed for complete streetscape. (Shared responsibility	X		X	

	between EUA/Civil Designer and City)				
S(10)	All streetscape work in the Lake Street right of way (ROW) including – landscape, hardscape, lighting, furnishings, bike share, etc. needed for complete streetscape to be reimbursed by City and netted against purchase price. (Shared responsibility between EUA/Civil Designer and Housing Contractor)		X	X	
S(11)	Patching / Replacement of paving and sidewalk within the Lake Street Right of Way as needed (to be reimbursed by City and netted against purchase price, with the exception that Mortenson will not be reimbursed for patching the location of tower crane(s) if tower crane(s) in a different location from the City's tower crane(s)). Shared responsibility between EUA/Civil Designer and Housing Contractor.		X	X	
S(12)	Patching / Replacement of paving and sidewalk within the Hawthorne Court Right of Way as needed (shared responsibility between EUA/Civil Designer and City)	X		X	
S(13)	Payment for Park Impact Fees		X		
S(14)	Site Access Control – temporary fence enclosure, signage / fence wrap, concrete barriers, etc. The city will be responsible through the Release	X	X		X

	Milestone Date. Mortenson Development, Inc. will assume the site access control costs and obligations after the Release Milestone Date. See construction logistics plan (Exhibit G) for additional details.				
P-1 Lower-Level parking					
P-1(1)	Structural foundation system designed to carry the building live and dead loads for the entire development, including drainage systems, if required	X		X	
P-1(2)	Set up and maintain any / all required concrete management, erosion control, SWPPP, dewatering plans, stormwater management and / or parking ramp water proofing systems for below-grade levels.	X		X	
P-1(3)	Earth retention as needed, designed by a third party under an agreement with the city.	X			X
P-1(4)	Any required below grade permanent stormwater management systems; water proofing or below grade dewatering systems.	X		X	
P-1(5)	[Omitted]				

P-1(6)	City shall provide a shaft through the top of the parking podium to accommodate utilities. Developer will be responsible at its own cost for pulling the services from the ground floor demarcation points through the shaft to the housing component. Each party at its own cost shall separately meter its Unit for water, sewer, electricity and gas, including all systems, equipment and devices serving such Unit.	X		X	
P-1(7)	All foundation walls, building structural support / columns, vertical elevator and stair shafts, shear walls, etc. shown in the Phase I Drawings.	X		X	
P-1(8)	Slab on grade concrete parking slab and ramps	X		X	
P-1(9)	Post Tension concrete P1 parking slab and ramps	X		X	
P-1(10)	Stairs in north and south stair shafts	X		X	
P-1(11)	Stairs in stair shafts serving the housing as shown in the Phase I Drawings (constructed as garage scope / reimbursed by Developer). Required due to constructability.	X		X	
P-1(12)	Elevators in the north and south elevator shafts. The cities elevator consultant will be providing construction	X		X	X

	documentation for these elevators. EUA will incorporate their documents into the Final construction Documents.				
P-1(13)	Elevators in the two central elevator shafts serving the housing levels.		X	X	
P-1(14)	MEP, Low Voltage and fire protection systems as shown on the Phase I Drawings. (City will provide conduit to the building for Developer's fiber/teledata, but Developer is responsible for bringing in Developer's own fiber/teledata into the building and distributing it throughout the building.)	X		X EOR	
P-1(15)	Guardrails	X		X	
P-1(16)	Concrete slab membrane and striping	X		X	
P-1(17)	Signage (Code required, directional, wayfinding, exterior)	X			X
P-1(18)	EV Charging stations	X		X	
P1 Ground Floor					
P1(1)	All concrete foundation walls, building columns, vertical elevator and stair shafts, shear walls, etc. designed to carry the building live and dead loads for the entire development	X		X	
P1(2)	Post Tension concrete P2 parking slab and ramps	X		X	
P1(3)	Stairs in north and south stair shafts	X		X	
P1(4)	Stairs in stair shafts serving the housing as shown in the Phase I Drawings (constructed as garage scope / reimbursed by Developer). Required due to constructability.	X		X	

P1(5)	Elevators in the north and south elevator shafts	X		X	X
P1(6)	Elevators in the two central elevator shafts. Clarification: City responsible for walls/doors to provide secure, fire access only to elevator.		X	X	
P1(7)	Provide a “gray box” for the residential common space with 2-hour rated CMU walls at perimeter between parking and common space. City shall provide a pathway to the gray box to accommodate all utilities. Housing Contractor will be responsible at its own cost for pulling the services to the gray box and any of the limited common element areas that exclusively serve the Gray Box Space.	X		X	
P1(8)	Buildout the “grey box” for the Grey Box Space and any of the limited common element areas that exclusively serve it and associated waterproofing, as needed.		X	X	
P1(9)	Buildout the bus terminal area	X		X	
P1(10)(a)	Provide complete exterior wall assemblies on the north, south, and east exterior building facades attached to the public parking.	X		X	
P1(10)(b)	Provide complete exterior wall assemblies on the west exterior façade, along Lake St. Developer to be reimbursed by the City and netted		X		

	against the purchase price for assemblies.				
P1(11)	Provide a means (i.e. conduit) for Developer to bring their low voltage (teledata) into Developer's demarc room. Developer responsible at its cost for distribution thereafter. City shall be responsible for distributing their alarm system and components to the Parking Ramp including installing fire alarm equipment into a shared room. Developer shall be responsible at its own cost for distributing their alarm system and components to the Private Development and the Gray Box Space, including any limited common element areas that exclusively serve it. If equipment is shared between Parking Ramp and Private Development/Gray Box Space, the cost shall be shared by the parties. City to install fire protection system for the Parking Ramp to the top of the P6 transfer slab and throughout Parking Ramp. Developer shall be responsible for distributing the systems from that point to the Gray Box Space, any limited common elements areas that exclusively it and the Private Development.	X		X EOR	

	City to provide fire riser to 6" A.F.F in fire pump room and distribute Parking Ramp system from fire risers installed in stairwell shafts as shown on Phase I Drawings. Costs for the fire risers shall be shared by the Parties. Developer is responsible for reimbursing the City for the fire pump and distributing, at Developer's own cost, the fire protection system from the fire risers to the Gray Box Space, and any limited common element areas exclusive to it and the Private Development.				
P1(12)	Guardrails	X		X	
P1(13)	Concrete slab membrane and striping; traffic controls and booths.	X		X	
P1(14)	Signage (does not include housing)	X			X
P1(15)	Bike racks	X		X	
P1(16)	Loading dock, trash compactor, recycling		X		X
P1(17)	Generator, sized for the Project. City to provide generator for entire project. Housing component to be sized for code minimum requirements. It is anticipated that the only additional load on the generator resulting exclusively from the housing component is the fire pump. Developer will be responsible for reimbursing the City for any cost associated with supplying and installing the fire pump and any cost	X		X	

	premiums associated with upsizing the generator to accommodate the fire pump.				
P2 Parking					
P2(1)	All concrete foundation walls, building columns, vertical elevator and stair shafts, sheer walls, etc., as shown on Phase I Drawings, designed to carry the building live and dead loads for the entire development	X		X	
P2(2)	Post Tension concrete parking slab and ramps	X		X	
P2(3)	Provide post tension concrete transfer slab between levels P6 and 4. Slab to be engineered for all live and dead loads for the plaza, and the entire housing development above	X		X	
P2(4)	Post tension bridge connections to the Frances parking deck	X		X	
P2(5)	Stairs in north and south stair shafts	X		X	
P2(6)	Stairs in stair shafts serving the housing as shown on Phase I Drawings (constructed as garage scope / reimbursed by Developer). Required due to constructability.	X		X	
P2(7)	Elevators in the north and south elevator shafts	X			X
P2(8)	Elevators in the two central elevator shafts. Clarification: City responsible for walls/doors to provide secure, fire access only to the elevator.		X	X	

P2(9)(a)	Provide complete exterior wall assemblies on the north, south, and east exterior building facades attached to the public parking.	X		X	
P2(9)(b)	Provide complete exterior wall assemblies on the west exterior façade, along Lake St. Provide complete exterior wall assemblies on the north and south exterior façades attached to the housing units. Developer to be reimbursed by the City and netted against the purchase price for assemblies.		X		
P2(10)	See P(1)11	X		X EOR	
P2(11)	Guardrails	X		X	
P2(12)	Concrete slab membrane and striping and traffic controls.	X		X	
P2(13)	Signage (does not include housing)	X			X
P3 through P6 Parking					
P3(1)	All concrete foundation walls, building columns, vertical elevator and stair shafts, sheer walls, etc. design to carry the building live and dead loads for the entire development	X		X	
P3(2)	Post Tension concrete parking slab and ramps	X		X	
P3(3)	Provide post tension concrete transfer slab between levels P3 and 4. Slab to be engineered by Developer for all live and dead loads for the plaza, and the entire housing	X		X	

	development above. City to include the integral concrete structure (walls and bottom) for the pool. Developer is solely responsible for any and all other costs related to the pool and is solely responsible for any and all other aspects of installing the pool. Pool will be designed so as not to displace any parking stalls below.				
P3(4)	Post tension bridge connections to the Frances parking deck at P3	X		X	
P3(5)	Stairs in north and south stair shafts	X		X	
P3(6)	Stairs in stair shafts serving the housing as shown on Phase I Drawings (constructed as garage scope / reimbursed by Developer to the City). Required due to constructability.	X		X	
P3(7)	Elevators in the north and south elevator shafts	X			X
P3(8)	Elevators in the two central elevator shafts. Clarification: City responsible for walls/doors to provide secure, fire access only to elevator.		X	X	
P3(9)	Provide a “gray box” residential unit space on Lake Street with 2-hour rated CMU walls between parking and Gray Box Space. Provide post tension concrete slabs at loft levels. MEP, Low Voltage and fire protection to be sized and provided for build out by	X		X	

	Developer of the Gray Box Space and limited common element areas that exclusively serve it. (Developer responsible for providing its own teledata to the building and distributing it throughout building.)				
P3(10)	Buildout the “gray box” for the Gray Box Space and any of the limited common element areas that exclusively serve it.		X	X	
P3(11)(a)	Provide complete exterior wall assemblies on all exterior building facades attached to the housing component on L3-L6. Developer to be reimbursed by the City and netted against the purchase price for assemblies.		X	X	
P3(11)(b)	Provide complete exterior wall assemblies on the north, south, and east exterior building facades attached to the public parking.	X			
P3(12)	See P(1)11	X		X EOR	
P3(13)	Guardrails	X		X	
P3(14)	Concrete slab membrane and striping and traffic controls.	X		X	
P3(15)	Signage	X			X
Level 4 Plaza and Housing					
L4(1)	Concrete building columns, vertical elevator and stair shafts, sheer walls, etc. design to carry the building live and dead loads for the entire housing development		X	X	
L4(2)	Post Tension concrete slab between housing levels		X	X	

L4(3)	Provide parapet edge around plaza level per the design		X	X	
L4(4)	Waterproof roofing system on top of transfer slab		X	X	
L4(5)	Pool, equipment and raised levels around pool. Areas of paver system over waterproof roofing system		X	X	X Aquatic Design
L4(6)	Stairs in the two central stair shafts.		X	X	
L4(7)	Elevators in the two central elevator shafts		X	X	
L4(8)	Provide complete exterior wall assemblies on all exterior facades above level L4 transfer slab.		X	X	
L4(9)	Complete build out of all residential units, common spaces and support spaces. Interior design		X	X	
L4(10)	MEP, Low Voltage and fire protection systems sized for all residential units, common spaces and support spaces. Connect to utilities that were provided by the city up to the top of the L4 transfer slab		X	X Design/Build	X Trade partner is the EOR
L4(11)	Signage		X		X
L4(12)	Parking ventilation fan penetrations including curb and connection to roof waterproofing membrane	X		X	
L4(13)	Garage elevator overruns	X		X	
Level 5 through 12 Housing					
L5(1)	Concrete building columns, vertical elevator and stair shafts, sheer walls, etc. design to carry the building live and dead loads for the entire housing development		X	X	
L5(2)	Post Tension concrete slab between housing levels		X	X	
L5(3)	Stairs in the two central stair shafts.		X	X	

L5(4)	Elevators in the two central elevator shafts		X	X	
L5(5)	Provide complete exterior wall assemblies on all exterior facades above level L4 transfer slab.		X	X	
L5(6)	Complete build out of all residential units, common spaces and support spaces. Interior design		X	X	
L5(7)	MEP, Low Voltage and fire protection systems sized for all residential units, common spaces and support spaces. Connect to utilities that were provided by the city up to the top of the L4 transfer slab		X	X Design/Build	X Trade partner is the EOR
L5(8)	Signage		X		X
Level R Roof level terrace					
R(1)	Concrete building columns, vertical elevator and stair shafts, sheer walls, etc. design to carry the building live and dead loads for the entire housing development		X	X	
R(2)	Post Tension concrete slab between housing levels		X	X	
R(3)	Provide parapet edge around terrace level per the design		X	X	
R(4)	Waterproof roofing system on top of terrace slab		X	X	
R(5)	Areas of paver system over waterproof roofing system		X	X	
R(6)	Stairs in the two central stair shafts.		X	X	
R(7)	Elevators in the two central elevator shafts		X	X	
R(8)	Provide complete exterior wall assemblies on all exterior facades above level L4 transfer slab.		X	X	
R(9)	Complete build out of all common spaces and		X	X	

	support spaces. Interior design				
R(10)	MEP, Low Voltage and fire protection systems sized for all common spaces and support spaces. Connect to utilities that were provided by the city up to the top of the L4 transfer slab		X	X Design/Build	X Trade partner is the EOR
R(11)	Garage exhaust fan work on roof	X		X	
R(12)	Signage		X		X

EXHIBIT E-2

Phase I Drawings

[to be attached]

EXHIBIT E-3

Phase II Drawings

[to be attached]

EXHIBIT G

Conditions of Construction for Release Milestone

[See attached.]

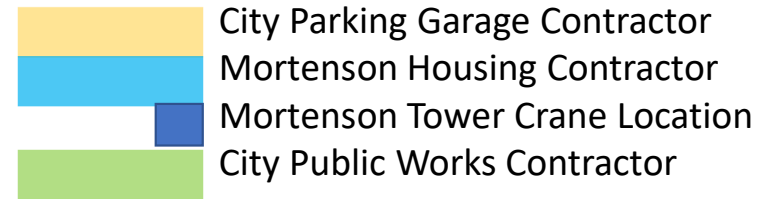
State Street Campus Garage Mixed-Use Project

Construction Logistics Plan (Working Draft)

June 2, 2023

Note: this document will be updated and further detailed between Mortenson and City following issuance of design documents for the parking garage and incorporated into bid documents being issued by the City for the parking garage.

1/1/24 – 1/6/25



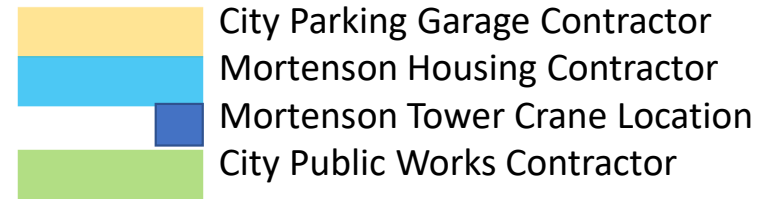
- Site Access – 100% City



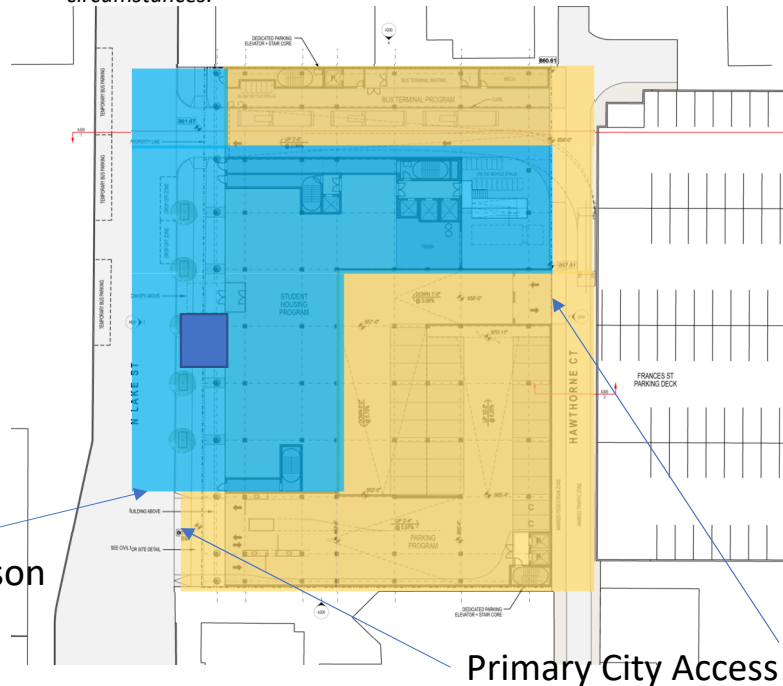
Note: City to provide Mortenson early access to construct tower crane foundations and erect tower crane.

- Demolition complete
- Footings and foundation complete
- City ensures that Mortenson tower crane locations are free from any encroachments that would prevent the future construction of tower crane foundations
- Structure – 100% complete (decks, cores, slab on grade); needs to include sleeves for rough-in that will be completed in our scope
- All utilities into building and including systems under slab
- Building storm lines rough-in to parking garage cap
- Electrical feeder conduit complete
- Electrical vault complete
- Parking garage barrier cable on east side
- Shafts ready for elevator installation
- All stairs throughout podium
- All delineation walls, doors, enclosure required between garage and housing
- Sleeving for podium level for water and waste

On . . . 1/6/25 (Release Milestone Date*)



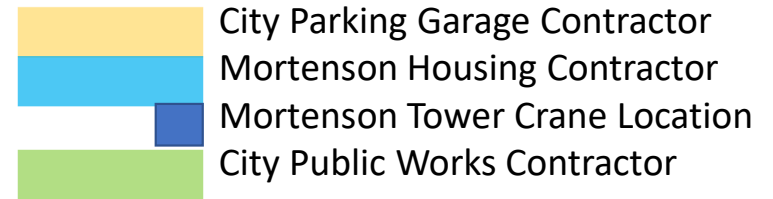
- Site Access – Mortenson Controls Lake Street frontage (except shared access gate) / City Controls Hawthorne Court frontage
- *Note: City and Mortenson shall, from time to time, require access off both Lake Street and Hawthorne Ct. and shall coordinate with the other contractor in such circumstances.*



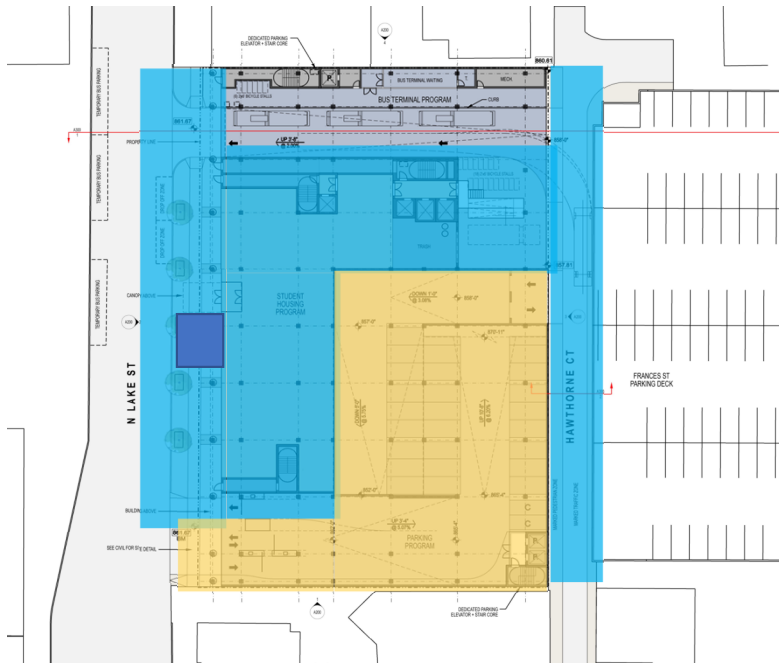
- See the Development Agreement, as amended, for the details of the Release Milestone (site access conditions and scopes of work to be completed.)

*Subject to the terms of the Development Agreement, as amended, Release Milestone Date would shift to a mutually agreed upon date if Mortenson elects to construct the top deck of the parking garage (cost to reimbursed by City)

On 4/1/25 . . .

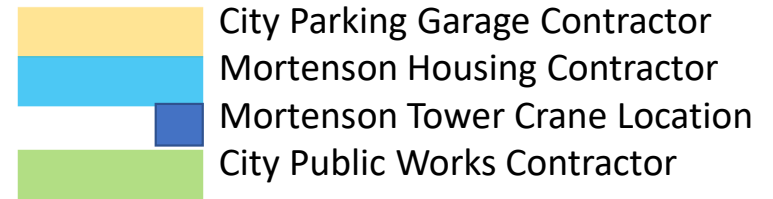


- Site Access – Mortenson Controls Lake Street and Hawthorne Court frontage

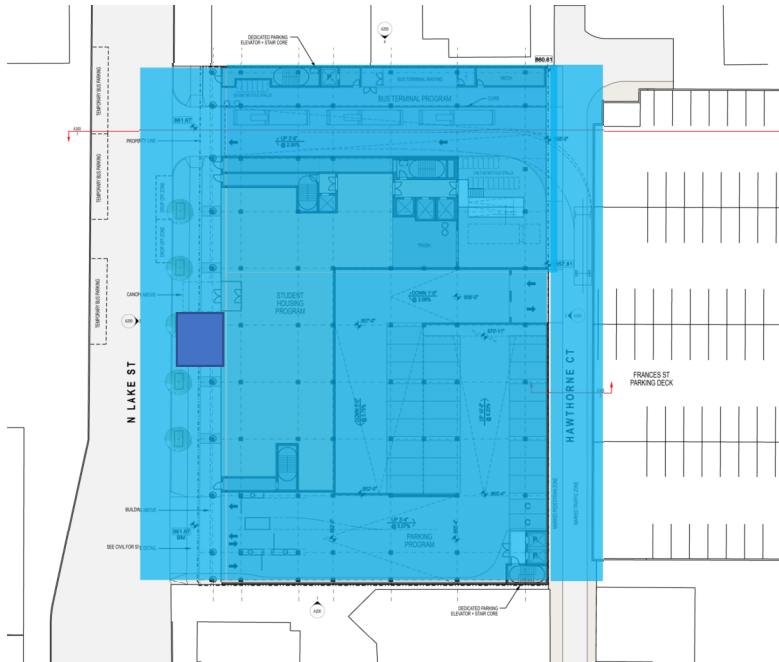


- City provides Mortenson access to Hawthorne Ct. on 4/1/25.
- Mortenson continues building housing tower and building out ground floor housing program and liner units.
- Note: With respect to the enclosure, the City would be responsible for the north and south decorative block enclosure on the parking garage as well as the east elevation enclosure on the parking garage. Per Development Agreement, Mortenson to construct liner unit enclosure (to be reimbursed by City). City would also like Mortenson to construct the ground floor storefront which would also be reimbursed by City.
- Mortenson controls Lake Street and Hawthorne Court frontage
- Mortenson needs Hawthorne to install enclosure on east elevation.
- Mortenson continues building housing tower and building out ground floor housing program and liner units.

On 6/1/25 . . .

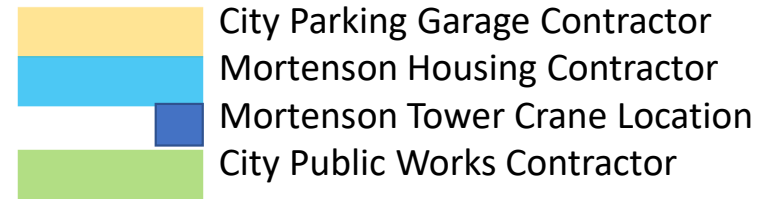


- Site Access – Mortenson Controls Lake Street and Hawthorne Court frontage until enclosure on east elevation is complete

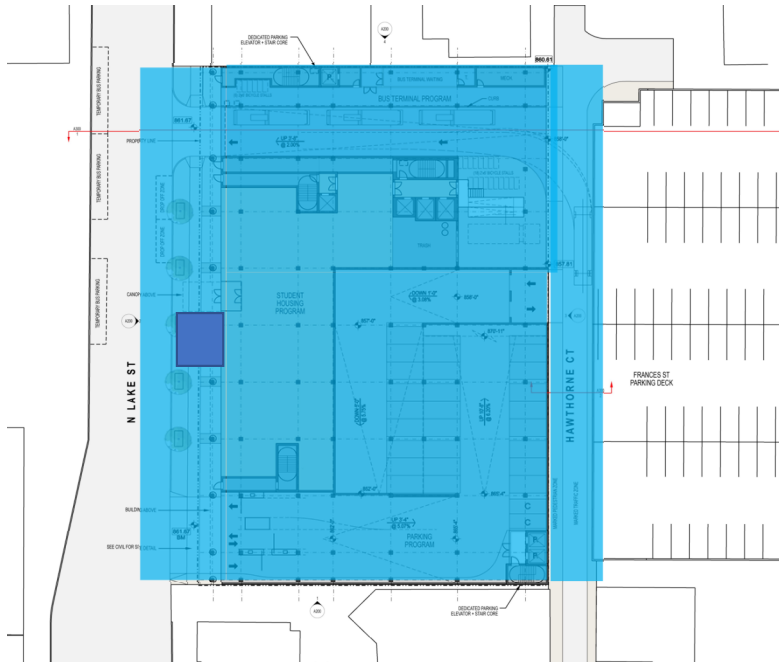


- City completes parking garage scope
- Mortenson controls 100% of site
- City from time to time, will require access to the site and shall coordinate with Mortenson in such circumstances.

6/1/25 – 2/28/26



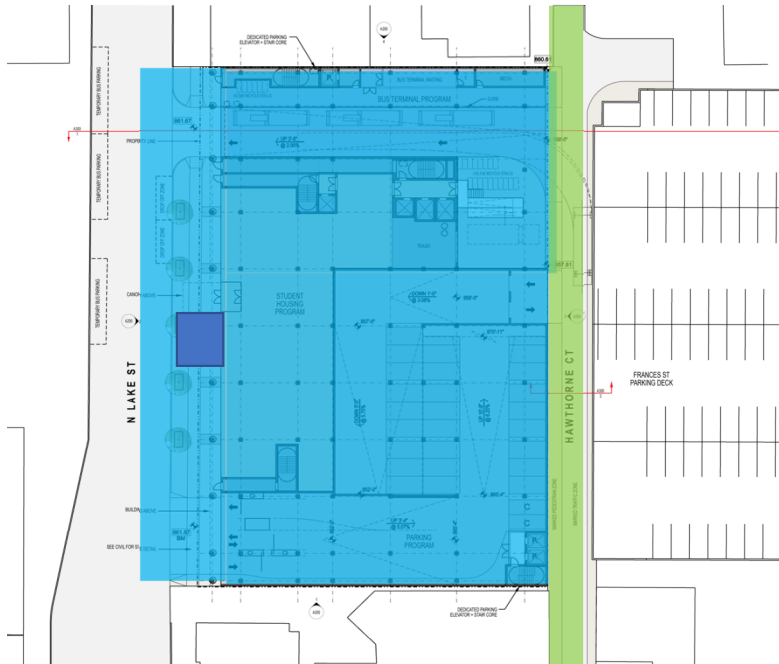
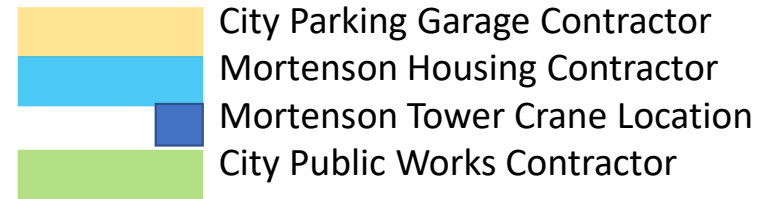
- Site Access – Mortenson Controls Lake Street and Hawthorne Court frontage until enclosure on east elevation is complete



- Mortenson continues building housing tower and building out ground floor housing program and liner units.
- Mortenson needs Hawthorne to install enclosure on east elevation.

On 3/1/26 . . .

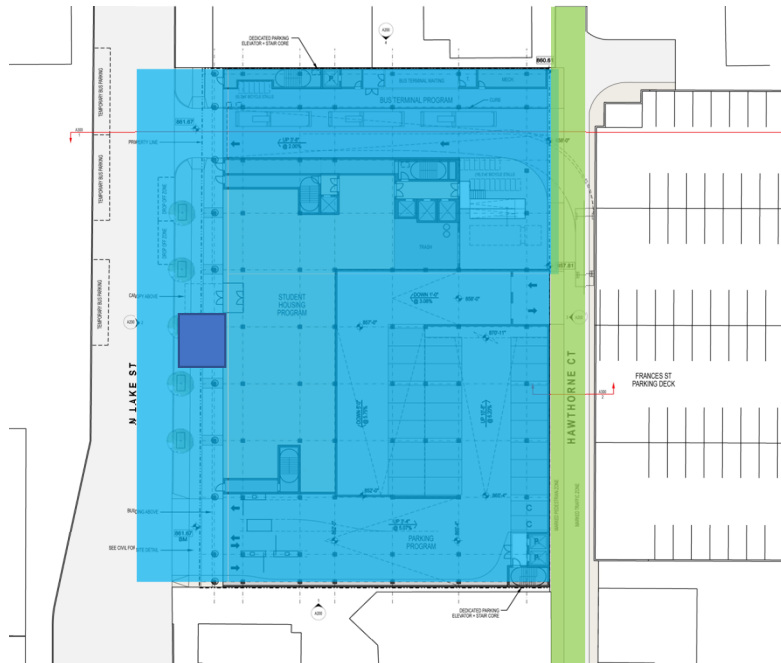
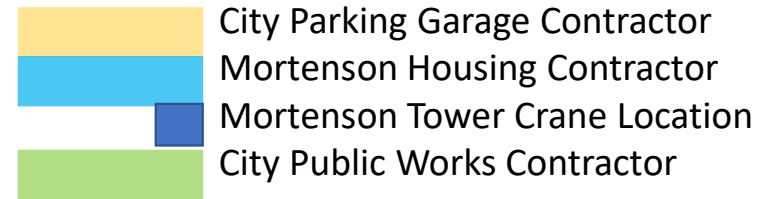
- Site Access – Mortenson Controls Lake Street frontage / City Controls Hawthorne Court frontage
- *Note: City and Mortenson shall, from time to time, require access off both Lake Street and Hawthorne Ct. and shall coordinate with the other contractor in such circumstances.*



- Mortenson completes enclosure on east elevation.
- Mortenson demobilizes from Hawthorne Ct.
- Hawthorne Court reconstruction would commence.
- Mortenson continues building housing tower and building out ground floor housing program and liner units.

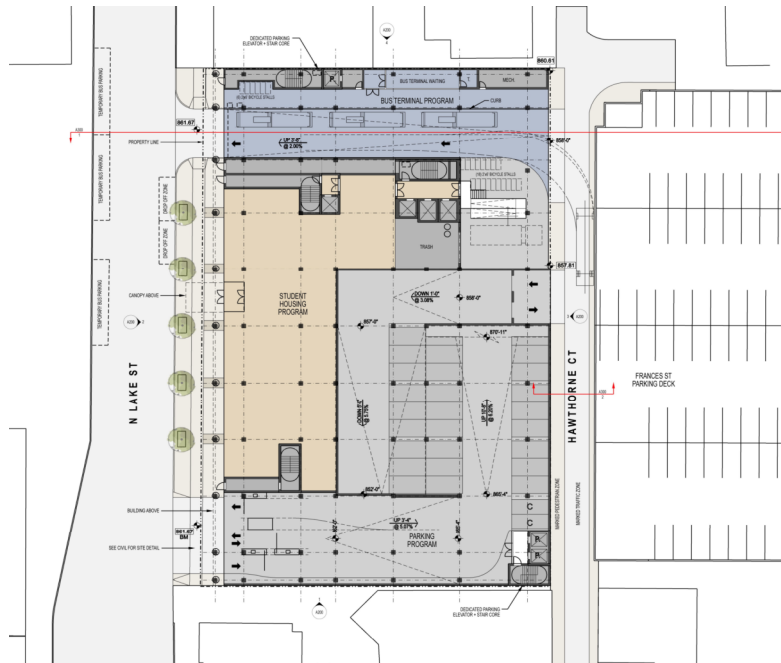
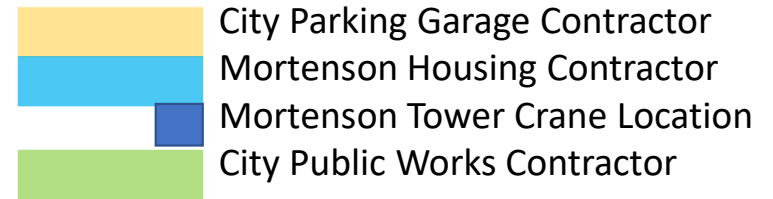
3/1/26 – 5/31/26

- Site Access – Mortenson Controls Lake Street frontage / City Controls Hawthorne Court frontage
- *Note: City and Mortenson shall, from time to time, require access off both Lake Street and Hawthorne Ct. and shall coordinate with the other contractor in such circumstances.*



- Hawthorne Court reconstruction under public works contract
- Mortenson continues building housing tower and building out ground floor housing program and liner units.
- Mortenson to construct Lake Street ROW improvements (similar to Lake Street ground level enclosure and liner unit enclosure)
- Bridge connections to Frances Street to be completed by City (may extend beyond 5/31/26 so long as this scope does not impact housing certificate of occupancy)

On . . . 5/31/26



- City completes Hawthorne Court
- Mortenson substantially complete with housing
- Mortenson ensures its crane and other equipment are not blocking or encroaching on City or public access to parking garage
- CO issued for parking garage
- CO issued for housing tower

