

AGREEMENT

THIS AGREEMENT is entered into this 16th day of May, 2025, between Besser Museum for Northeast Michigan, hereinafter referred to as "Owner," and Sommerville-Wilson, Inc. d/b/a Split Rock Studios, Minneapolis, Minnesota, hereinafter referred to as "SRS."

Owner agrees to engage SRS, and SRS hereby accepts such engagement from Owner, to design Phase II Exhibits at 491 Johnson St, Alpena, MI 49707 as described in the "Scope of Work", Attachment "A", upon the following terms and conditions.

1. Schematic Design.

Schematic Design I and Schematic Design II shall be coordinated with the Owner as appropriate, and shall be completed pursuant to the "Project Schedule", Attachment "B". See Attachment "A" for scope of work.

Owner shall give prompt and thorough consideration to all designs, sketches, drawings, proposals, and specifications submitted to the Owner by SRS and shall inform SRS of its decisions within a reasonable time so as not to delay or interrupt the work and schedule of SRS.

2. Title.

Title to all work and any materials incorporated therein shall pass to the Owner upon delivery to the Owner or upon payment, whichever occurs first. Title to partially completed work shall pass at the time of any payment by the Owner for the percentage of work completed as of the date of such payment. SRS shall, at the request of the Owner, execute such instruments as may be reasonably necessary to effectuate these terms.

3. Price and Payment.

In consideration of services undertaken by SRS and described in this Agreement, Owner shall remit payment in the sum of \$45,500, exclusive of sales tax, allocable pursuant to the "Cost Breakdown" as set forth in Attachment "C" incorporated herein by reference.

Terms of Payment shall be as described in the "Payment Schedule" as set forth in Attachment "D." Payments shall be remitted by the Owner to SRS within 30 days of receipt of billing by the Owner. Further detail regarding pricing for this contract can be found in the "Cost Breakdown", Attachment "C". SRS certification for payment shall constitute a representation that the work has progressed to the point indicated, that to the best of knowledge, information, and belief, the quality of work is in accordance with contract documents, and that all lien waivers and certificates required have been furnished in proper form.

4. Late Payment.

All invoices are due net-30 as of the invoice date. The Parties agree that if the Owner fails to make any payments set forth in the contract, a late payment penalty will be charged at the rate of 2% per month, imposed immediately after payment is due.

5. Change Orders.

The Owner may request changes in the work after the production phase has begun, including deletions, additions, or revisions, which fall within the general scope of the Agreement. Upon consultation and mutual agreement by the parties, the contract price and completion schedule shall be adjusted accordingly and equitably. Change orders shall be memorialized by written form signed by authorized representatives of both parties. SRS shall have no authority to unilaterally initiate changes in the work after the production phase of the project has begun without prior approval of the Owner. Any additional work related to this contract is exclusive to SRS unless mutually agreed upon.

6. Termination.

The Owner shall allow commencement of design development, production, and installation phases contingent upon the Owner's approval of work submitted by SRS at the conclusion of each precedent phase. The Owner shall be authorized to terminate this Agreement at the end of any phase if the Owner determines for cause that approval should not be granted. In each instance, SRS shall be promptly compensated for all work performed and undertaken in performance of this Agreement and for its costs and expenses occasioned by such termination.

7. Project Coordination.

SRS shall incorporate and coordinate its work with that of any Architect and/or Builder, as appropriate, as designated by the Owner, and agrees to use its best efforts to cooperate and reasonably coordinate their activities with those of the Architect and/or Builder as necessary to effectuate completion of the project work.

8. Subcontractors.

SRS, at its option, may use one or more subcontractors to complete any of its obligations under the Agreement. SRS shall submit the identity of any subcontractor to the Owner as requested by the Owner. SRS shall prepare all subcontracts or documents for subcontractor's use as necessary.

9. Relationship of Parties.

SRS shall be considered an independent contractor in connection with this Agreement and shall not be deemed an employee. SRS shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written consent.

10. Project Delay.

The Owner shall discharge all responsibilities including progress review, access to site, delivery of approvals, timeliness of payment and related obligations, so as not to occasion delay to SRS. Any such delays shall extend the deadline for completion by a like period of time and potentially increase the contract sum commensurate with costs, expenses, and compensatory, consequential, and economic damages.

11. Exclusivity of Obligations.

SRS shall not obligate the Owner for the payment of any money or for the performance of any obligation without the Owner's prior written consent. The Owner shall have no contractual or employment relationship with any consultants,

subcontractors, employees, or others who may be hired or used by SRS in performance of the work pursuant to this Agreement.

12. Arbitration.

The Owner and SRS agree that, in the event of any disputes concerning the performance of this Agreement and/or interpretation of its terms, and upon demand by either party hereto, any such dispute shall be submitted to arbitration in accordance with the American Arbitration Association at its offices in Minneapolis, Minnesota or elsewhere upon the mutual consent of the parties.

13. Insurance.

SRS shall procure and maintain appropriate insurance coverage in the form of commercial general liability, worker's compensation, employer's liability, and automobile public liability as appropriate. The Owner shall provide and maintain All Risk Builder's Risk Property Insurance for coverage upon the project site and structure in which SRS work is to be installed in an amount equal to 100% of the insurable value thereof. Any proceeds of such insurance shall be payable jointly to the Owner and SRS as their interests may appear. The Owner and SRS waive all rights against each other with respect to damage or casualty covered by such insurance, except for such rights as they may have to proceeds of the insurance.

14. Representations of SRS.

SRS represents to the Owner that it is not in default under any law or ordinance, or under any Order of any Court or federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality wherever located; its operations are in compliance with all applicable laws, permits, and ordinances, and there are no claims, actions, suits, or proceedings pending, or threatened, against or affecting SRS or any shareholder thereof, at law or in equity, or before any governmental agency, which might result in any material adverse change in the financial condition or business of SRS or which would question the validity of propriety of this Agreement or any of the actions to be taken in accordance with this Agreement.

15. Image Release.

The Owner grants permission to Split Rock Studios, its agents, and employees the unrestricted right to reproduce project photographs and/or videos for the purpose of publication, promotion, advertising or trade, in any manner or in any medium. The Owner hereby releases Split Rock Studios and the organization's legal representatives for all claims and liability relating to said images or video.

16. Miscellaneous.

The Owner and SRS, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party to this Agreement with respect to all covenants of this Agreement. Neither party to this Agreement shall assign, sublet, or transfer (by operation of law or otherwise) any interest in this Agreement without the prior written consent of the other, nor shall SRS assign any monies due or to become due under this Agreement without the prior written consent of the Owner. Any assignments without such prior written consent shall be void.

17. Communication.

Day-to-day communications between SRS and Owner will be between **[SRS Project Manager]**, SRS's Project Manager and Christine Witulski of Besser Museum.

18. Formal Approvals.

Contracts and/or written and electronic approvals shall be returned and signed in a timely manner by the Owner's representative, Christine Witulski.

19. Approvals.

Written and/or electronic approvals, by the Owner, of design submittals, details, images, text and all other elements related to the services and deliverables being provided by SRS within the terms of this contract are required within five (5) business days following each formal design phase (i.e. SD1) submittal, unless otherwise negotiated between Owner and SRS. Failure to notify SRS in writing of any issues or complaints within the time periods provided herein shall be deemed an approval by the Client and SRS.

20. Accounts Payable / Invoicing Information.

Company Name: Besser Museum

Address: 491 Johnson St, Alpena, MI 49707

Phone number: 989.340.6543

AP contact: Christine Witulski

Email AP Contact: cwitulski@bessermuseum.org

Can we email invoices: YES NO

Sales tax exempt*: YES NO

*If your organization is exempt from paying state sales tax, please submit a Sales Tax Exemption Certification with the signed contract as SRS is required to have one on file. A letter from the IRS stating that your organization is exempt is not acceptable.

21. Complete Agreement.

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

22. Force Majeure.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to global pandemic, fire, floods, embargoes, acts of war, acts of terrorism, insurrections, riots, civil

commotions, strikes, lockouts or other labor disturbances, acts of God, omission or delay in acting by any governmental authority or other party.

WHEREFORE, the parties have executed this Agreement on the date above written.

**SOMMERVILLE-WILSON, INC.
D/B/A SPLIT ROCK STUDIOS**

By Isaiah Boehlert _____ Date: _____

Its President _____

Besser Museum, OWNER

By Christine Witulski _____ Date: _____

Its Director _____

Attachment "A" **Scope of Work**

Split Rock Studios will provide Schematic Design I services for Besser Museum Phase II Exhibits at 491 Johnson St, Alpena, MI 49707. The project includes a total of 3,000 square feet in the lower level of the Besser Museum.

Project Kick-off Meeting

1. Conduct Exhibit Planning Kickoff

- a. Introduce key SRS team members and meet core Client team
- b. Tour exhibit space (if existing) and/or local points of interest as needed
- c. Review work to date (e.g., architectural drawings, master plan, collections catalog)
- d. Discuss goals, objectives, and exhibit themes
- e. Identify main message and prioritize exhibit topics
- f. Brainstorm exhibit approaches and ideas
- g. Discuss possible interactives and AV elements, if applicable
- h. Review potential exhibit materials and content reference materials
- i. Designate client representative(s) to review project deliverables
- j. Identify any other project partners (e.g., architect, GC, government agency)
- k. Review overall project budget and timeline

2. Deliverable*

- a. Project Brief, including current overview of project and any additional project considerations and understandings

3. Client

- a. Review Project Brief and provide any feedback for SRS

Schematic Design I

1. Deliverables*

- a. Exhibit Plan
 - i. Project overview
 - ii. Key considerations in exhibit design and interpretation
 - iii. Exhibit narrative and overview of exhibit content
 - iv. Design approach and preliminary color palette
 - v. Preliminary floor plan and traffic flow analysis
 - vi. Conceptual sketches/renderings for major exhibit elements
 - vii. Proposed interactive and AV descriptions, if applicable
- b. Cost Proposal with high-level budget analysis by exhibit area
- c. Feedback Form for consensus feedback

2. Presentation

- a. Walk through and discuss Exhibit Plan elements
- b. Discuss budget, if appropriate as defined by client
- c. Review feedback process
- d. Review project schedule, SRS process, and next steps

3. Client

- a. Review all deliverables and discuss feedback as a group
- b. Complete Feedback Form providing consensus direction for SRS; feedback will be incorporated into Schematic Design II deliverables

Attachment "B"
Project Schedule

Subject to change

Schedule based on a signed contract by [Month, X, XXXX]

| | |
|---|-------------------------|
| Kick-off Meeting | [Month X, XXXX] |
| SRS provides meeting notes (Project Brief) | [Week of Month X, XXXX] |
| SCHEMATIC DESIGN PHASE | [date - date] |
| Schematic Design I Presentation | [Week of Month X, XXXX] |
| Client provides consolidated written comments | [Week of Month X, XXXX] |
| Schematic Design II Presentation | [Week of Month X, XXXX] |
| Client provides written comments, approval to proceed | [Week of Month X, XXXX] |

*All deliverable dates are dependent on the timely return of client feedback and completion of prerequisite deliverables.

**Project Schedule is subject to change based on modifications to scope of work.

**Attachment "C"
Cost Breakdown**

Besser Museum Phase II Exhibits

| | |
|----------------------------|-------------|
| 1. On-Site Kickoff Meeting | \$7,246.00 |
| 2. Schematic Design I | \$38,254.00 |
| <hr/> | |
| 3. Total | \$45,500.00 |

¹ Project fees are generated based on an overall project value of \$1,300,000.00. Increases or decreases to project scope may result in proportional changes to project fees.

²Once the exhibit costs are estimated, the pricing is valid for 90 days on a revolving basis. SRS may need to re-estimate applicable exhibitry based on fluctuations in materials, supply chain delays, and labor costs outside of SRS' control.

Attachment "D"
Payment Schedule

SCHEMATIC DESIGN PHASE

- \$7,246.00 Down payment and completion of kick-off meeting
- \$38,254.00 Upon completion of Schematic Design I
- \$45,500.00 Total payment for Schematic Design I

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