The following are questions and answers received:

1. The sample contract section of the RFP references AIA Document B133-2014. In reviewing the version available via Minnesota State’s website (e-Manual), the indemnity clause (10.10) appears to be uninsurable. On a past pursuit for a different Minnesota State institution, an addendum was issued to revise the wording to be:

   “Subject to the provisions of Minn. Stat. 337.01 and 337.02, the Architect shall indemnify, save, and hold the Owner, its representatives and employees harmless from any and all claims or causes of action, including all attorney’s fees incurred by the Owner, arising from the performance of this Agreement by the Architect or Architect’s agents or employees to the extent caused by or contributed to by the negligence of the Architect or its agents or employees. This clause shall not be construed to bar any legal remedies the Architect may have for the Owner’s failure to fulfill its obligations pursuant to this Agreement.”

   This change is accepted for this project as well, at the discretion of the awarded vendor.

2. At the pre-proposal meeting, it was noted that some of the building demolition will completed by ATCC. Please confirm the scope that will be completed without the assistance of the selected A/E and CM.

   The demolition plan on page 76 of the pre-design, section 3-5, includes this diagram. The Library/Game room will be removed in the summer of 2024: