

Forward Jefferson Corporation

700 Churchill Parkway, Avondale, LA 70094

PH: (504) 875-3908 FAX: (504) 875-3923

FORWARD JEFFERSON CORPORATION (FORJ)

May 29, 2014

8:35 A.M.

JEDCO Conference Center

AGENDA

I. Unfinished and New Business – Chairwoman, Lynda Nugent-Smith

- Approval of Minutes for November 21, 2013
- Approval of unbudgeted expense related to JEDCO building – **Scott Rojas**

II. Adjournment

The meeting begins at 8:35 a.m. and will be held at the JEDCO Conference Center, 701-A Churchill Parkway, Avondale, LA 70094

In accordance with provisions of the Americans with disabilities Act Amendments Act of 2008, as amended, FORJ shall not discriminate against individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices, or other reasonable accommodation under the ADA Amendments Act, please submit your request to the ADA Coordinator at least forty-eight (48) hours in advance or as soon as practical. A seventy-two (72) hour advanced notice is required to request Certified ASL interpreters.

ADA Coordinator for FORJ – Scott Rojas, Director of Facilities and IT, 700 Churchill Parkway, Avondale, LA 70094 Telephone – (504)875-3908 Email – srojas@jedco.org

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FORWARD JEFFERSON CORPORATION (FORJ)

November 21, 2013
8:35 A.M.

MINUTES

- Call to Order** 8:35 a.m.
- Attendance:** Joe Ewell, Jim Garvey, Steve LaChute, Dr. Vinicio Madrigal, Bill Peperone, Paul Rivera, Mike Rongey, Stan Salathe,
- Staff:** Jerry Bologna, Lacey Bordelon, Cynthia Grows, Alberto Queral, Scott Rojas, Kelsey Scram, Dottie Stephenson, Penny Weeks
- Absences:** Greg Jordan, Lynda Nugent-Smith, John Tobler
- Attorney:** Linda Hewlett – Parish Attorney
- Guests:** Tony Ligi – Jefferson Business Council
Greg Ruppert – Jefferson Parish Tax Division
Cherreen Gegenheimer – Jefferson Parish

I. Unfinished and New Business – Chairwoman, Lynda Nugent-Smith

- **Approval of Minutes for October 31, 2013**
Steve LaChute motioned to approve the minutes, seconded by Stan Salathe. The motion passed unanimously.
- **Resolution authorizing Note Modification Agreement – Dottie Stephenson**
Schedule 1 of the existing Note Agreement between FORJ and AmCREF FUND I, LLC for the financing and construction of the JEDCO building has the final payment date as January 2, 2016. The Note Modification Agreement presented today will amend Schedule 1 to correctly state the final payment's due date as February 20, 2016. Bill Peperone motioned to approve the resolution authorizing the Note Modification Agreement; seconded by Joe Ewell. The motion passed unanimously.

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- **Motion to Approve Letter of Engagement between FORJ and Warren E. Mouledoux in Regards to the Settlement Agreement with Woodrow Wilson Construction Company, Inc. – Dottie Stephenson**

The Parish Attorney's Office notified staff that a Parish Attorney cannot represent FORJ in the closing of the contract between FORJ and Woodrow Wilson Construction Company, Inc. Therefore, FORJ has asked Warren E. Mouledoux to represent as outside counsel. Dottie asked the FORJ Board to approve the Letter of Engagement with Warren Mouledoux. On the motion of Stan Salathe and seconded by Bill Peperone, the Letter of Engagement was approved as amended (to include "with a cap of 15 hours" or "no more than 15 hours"). The motion passed unanimously.

II. Adjournment – Joe Ewell motioned to adjourn; seconded by Steve LaChute.

Jim Garvey
FORJ Secretary
(FORJ Minutes for November 21, 2013)


JEDCO

Jefferson Parish Economic Development Commission

MEMORANDUM

Date: May 21, 2014

To: FORJ Board of Directors and JEDCO Board of Commissioners

From:  Scott Rojas, Director of Facilities and Information Technologies
via Jerry Bologna, Executive Director

Subject: Approval of Unbudgeted Expense for Server Room Split System

Purpose:

The purpose of this memorandum is to request that FORJ and JEDCO's Boards approve an unbudgeted expense to the 2014 JEDCO Building Expenses (Schedule G). JEDCO is requesting an expense not to exceed \$7,555.00 for the purchase and installation of a Daikin DX Split System Air Conditioning System for JEDCO's server room. CDBG has approved funding \$6,255.60 of the total cost; these funds are unallocated from the initial construction of the Business Innovation Center and are set to expire June 30th if unused. This expenditure approval is required when JEDCO has an unbudgeted revenue and/or expense that exceed \$5,000.00. Additionally, it is requested that both boards adopt companion resolutions authorizing Lynda Nugent Smith to sign a contract with Daikin in an amount not to exceed \$7555.00.

Background:

The JEDCO complex was constructed with a centralized server room for efficient operations and ease of control, feeding information and technology to the three pods of the complex. This server room transmits all automated facility systems, data and phone lines as well as controlling the alarm systems, facility access (including swipe card access and automated door locks), video surveillance cameras and film storage, HD video conferencing and Visix display monitors.

Currently, as built, the server room's existing CRAC air-conditioning system is dependent upon the 75-ton chiller and is very inefficient in terms of the energy it consumes. When the outside temperature is below 40 degrees, the chiller will shut down operations as a safety precaution from low pressure to prevent freezing of the coils/compressors. While the HVAC system is sufficient for the majority of the JEDCO complex, the server room requires constant air-conditioning. The computerized equipment has a heat load of 18,000 BTUs, requiring the temperature to remain constant at 68 degrees throughout the day. On occasions, the temperature has exceeded 100 degrees in the server room due to chiller failures resulting in the shutdown of all computer operated equipment.

JEDCO consulted with the HVAC construction engineer and the chiller installation manufacturer, both recommending that the server room be removed from the existing chiller system and that a DX split air-conditioning system be installed to cool the server room. The new system will be effective for the server room to maintain the required 68 degrees for

proper operations of all the computer equipment. At the same time, not having to run the 75-ton chiller at all times will greatly reduce the electrical consumption and lower the operating cost.

To comply with CDBG specifications for the installation of the DX split system, JEDCO sought proposals from local qualified HVAC firms, receiving 3 proposals. Daikin was selected as the most qualified contractor with the lowest complete cost, including all labor, materials and supervision.

Request:

It is requested that the JEDCO Board of Commissioners approve an unbudgeted expense and related revenue not to exceed \$7,555.00 for the purchase and installation of a Daikin DX Split System Air conditioning system for JEDCO's server room and authorize the FORJ Chairman Lynda Nugent Smith to execute the contract and any and all other related documents. While the contact between FORJ and Daikin is awaiting language and supporting documents from CDBG, the scope will mirror the Daikin Server Split System Proposal# SR-JJF02191401.



Project Proposal

JEDCO

February 19, 2014

Server Room Split System
Proposal # SR-JJF02191401

Prepared for:

Mr. Scott Rojas
JEDCO
700 Churchill Pkwy.
Avondale, LA 70094



Prepared by:
Jason Fowler
Owner Sales Representative

JEDCO
Jefferson Parish Economic Development Commission

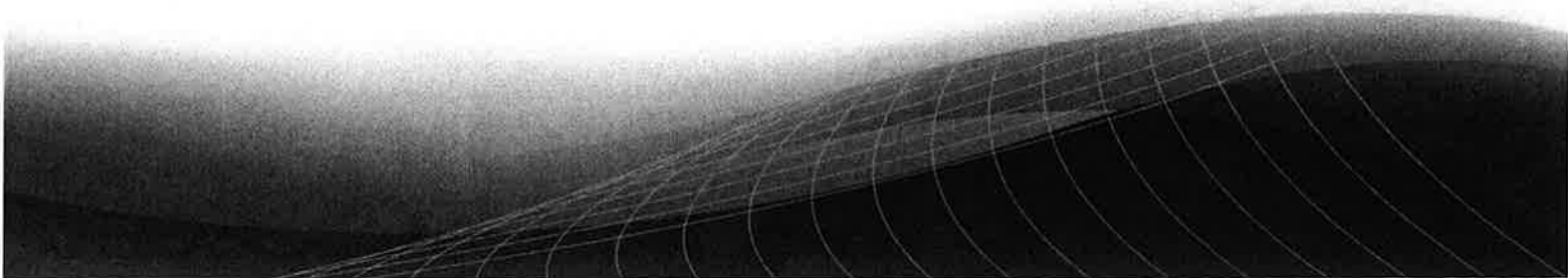


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Executive Summary

Scott,

Thank you for providing Daikin Applied Americas Inc. ("Daikin Applied") with the opportunity to propose a turnkey solution to furnish and install a stand-alone, supplemental, cooling system for the server room. Pursuant to our onsite survey I have prepared the enclosed information regarding installation of (1) Daikin ductless split system. Per your estimated equipment heat rejection of 12,600 BTUs I propose an 18,000 BTU system with an inverter type compressor which has the ability to modulate capacity to meet the actual heat load of the conditioned space.

This solution will provide you with multiple benefits. The first and probably most important being a redundant system providing you with the peace of mind knowing that in the event of chilled water system outage you will be able to maintain cooling in the server room thereby avoiding the risk of equipment overheating and possible damage. Additionally, you will be able to reset your building schedule to shut down or (setback) the chilled water system for unoccupied hours. This should significantly reduce the starting / stopping of the chiller, nuisance alarms / faults and reduce wear and tear on the associated equipment.

Another important benefit would include the energy savings associated with shut down / set back of the chilled water system during unoccupied mode. For a rough example, if it takes 6 H.p. to circulate chilled water throughout the system the energy required can be in the neighborhood of 5 kWh. Assuming an energy cost of \$.07 / kWh, this works out to roughly \$.35 per hour. May not seem like much but if you're able to stop pump operation 12 hrs. a day and all day on the weekends that amounts to 108 hrs x \$.35 or \$38.00 per week. Stepping back a little further and multiplying that times 52 weeks per year and you've saved about \$2,000.00. I would expect additional savings associated with not operating the chiller however some of it will be offset by the operation of the supplemental system.

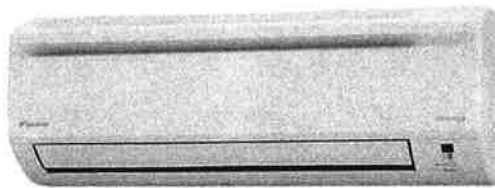
No interface to the existing building automation system is required or included. The new supplemental system will have a stand-alone, locally adjustable set point. The intention is to set the temperature set point slightly higher than the chilled water system set point. This will allow the chilled water system to serve as the primary cooling source when available. When the chilled water system transitions to unoccupied mode and the temperature in the room starts to rise the supplemental system will sense the rise in temperature and automatically start. The same holds true should the chilled water system stop for any reason (other than a power outage) during the occupied mode. On another note, since the supplemental system requires significantly less power to start and operate it may be a candidate for emergency power.

Equipment

Split System

Daikin FTXN18KVJU / RKN18KEVJU5

- Cooling only
- 208-230V/60/1
- 18,000 BTU total capacity @ ARI conditions
- Inverter compressor
- 18 SEER
- R-410a refrigerant
- Wall mounted ductless evaporator



Scope of Work

- Set condensing unit on chiller deck
- Mount evaporator on server room wall
- Cut in sanitary Tee in vertical condensate line located in adjacent wall
- Run schedule 40 PVC drain line from evaporator to new sanitary Tee
- Make penetration through outside wall to chiller deck
- Run insulated copper refrigerant piping between evaporator and condensing unit
- Run necessary electrical service to new equipment
- Leak test and evacuate new copper piping
- Commission system and complete associated warranty documents
- Provide owner operator training
- Provide owner documentation package

Exclusions / Clarifications

- Any work, materials, labor or subcontracted services unless specifically stated in the above mentioned scope of work or descriptions, are not included in this proposal.
- All work referenced in the scope of work will be performed during standard business hours.
- Removal of Hazardous Waste or Asbestos Abatement is not included.
- Any work associated with the Fire and Life Safety system is not included.
- Unless specifically mentioned in the scope of work, no roofing, painting, or structural work is included.
- Daikin Applied is not responsible for delay costs incurred due to limited or no access to the building and associated equipment.

Project Budget Pricing

The estimated costs including labor, materials and supervision is as follows:

- **Furnish and Install (1) Split System:** **\$7,555.00**
- **Applicable sales tax is not included**

This proposal is valid for a period of 30 days.

Thank you again for your interest in working with Daikin Applied. We are pleased to have this opportunity to offer solutions that will significantly enhance the operation of the HVAC system. The information contained herein is provided for general consideration and negotiation. Upon acceptance a formal contract document will be submitted.

Sincerely,

Jason Fowler

Jason Fowler
Owner Sales Representative
PH: (504) 669-3448
www.daikinapplied.com
Cc: New Orleans District Manager

Company Information

I. Philosophy

Daikin Applied is the premier supplier of high efficiency HVAC equipment and is a recognized leader in energy conservation solutions. We incorporate leading edge technology and system design to minimize energy consumption and optimize financial incentives and provide lifecycle support. We strive to partner with our clients to understand their specific needs to deliver the best possible solution for their building.

II. Our Company

Daikin Industries, Ltd. is a Fortune 1000 company with 2008 revenues in excess of \$12 billion and more than 40,000 employees worldwide. Daikin is engaged primarily in the development, manufacture, sales and aftermarket support of heating, ventilation, air conditioning and refrigeration, (HVACR) equipment, refrigerants and other chemical products. Daikin is a leader in providing solutions for customers in Asia and Europe.

Daikin Applied Americas Inc. dba Daikin Applied, a wholly owned subsidiary of Daikin Industries, Ltd., delivers engineered, flexible solutions for commercial, industrial and institutional HVAC requirements with reliable products, knowledgeable applications expertise and responsive support. Daikin Applied products and services are provided through a worldwide network of dedicated sales, service and parts offices. We provide total customer care from design, to installation, to maintenance, throughout the life of your equipment.

Daikin has been named as one of the 100 Most Sustainable Companies in the world for three consecutive years. Our factories in Japan have been certified to the ISO 14001 Environmental Standard since 1996. All Daikin Applied facilities will be ISO 14001 certified by 2012.

III. Owner Sales

Daikin Applied Owner Sales Team partners with you to identify and address specific business goals - such as maximizing your building's performance, minimizing energy costs and reducing carbon emissions.

From design through commissioning, we help you meet your goals by developing complete turnkey HVAC systems. You can expect a comprehensive evaluation of your situation and single-source solution that improves your business, both environmentally and economically.

We work closely with our National Accounts and Service Groups to provide the highest standards of customer care through the design, construction, and maintenance phases of a facility's life.

IV. Service and Customer Training

After you have invested in efficient, flexible HVAC equipment, taking care of your investment should be a top priority. The Daikin Learning Institute offers training classes, so you can learn firsthand how to get the most out of your mechanical system.

Our Service offices can also help you get the most of your operations budget by controlling maintenance costs and protecting your HVAC investment. Our factory trained technicians and service representatives can provide quick response and pro-active services for all types of HVAC systems and non-Daikin brands. For Service and Operator Training questions contact your local Daikin Applied office.

Confidentiality

Daikin Applied and Client (each "Party" and collectively the "Parties") named above hereby agree that any information, discussions, negotiations, contractual relationships and/or business arrangements with respect to the above named project as Confidential Information, safeguard the Confidential Information as if it were your own and not to reveal or disclose, and to take all reasonable and necessary precautions to prevent the disclosure of any Confidential Information to any third party. The Parties agree that Confidential Information also includes tangible information, including all reproductions thereof, supplied in any form (whether print, hard copy, electronic, or otherwise) that has been disclosed by the disclosing Party to the recipient and marked as "Confidential," "Restricted," "Secret," or other similar term; including information that is observed by the recipient during a visit to the disclosing Party's facility and that is identified or designated as being confidential and confirmed in writing as "Confidential," "Restricted," "Secret," or other similar term. Each Party further agrees not to use for its own benefit the Confidential Information provided by the other Party, except as expressly authorized in writing by the other Party.

Terms and Conditions

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net 30 days upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property.

Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. DAIKIN APPLIED SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF DAIKIN APPLIED. IN NO EVENT WILL DAIKIN APPLIED'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY DAIKIN APPLIED FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.