

Regular Business Meeting

Tuesday, May 14, 2024 5:30 PM

Board Assembly Room, 1250 West Broadway Avenue, Minneapolis, Minnesota 55411

1) **Call to Order and Roll Call**

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

3)a. April 16, 2024 Regular Business Meeting

4) **Public Comments**

5) **Recess**

6) **Presentation by Representatives from the MPS
American Indian Parent Advisory Committee (AIPAC)**

7) **Reports and Recommendations from the
Superintendent of Schools**

7)a. Presentations and Updates

8) **Policy Committee Report**

8)a. Adoption of Policy 5025: Gender Inclusion
(2024-0022)

9) **Action Items by the Board of Education**

9)a. Approval of the Consent Agenda

9)a.1. Personnel Items

9)a.1.a. Approval of List A personnel matters
(2024-5-ER-A)

9)a.1.b. Approval of List B personnel matters
(2024-5-ER-B)

9)a.2. Contracts

9)a.2.a. Contract with AmazeWorks (2024-
4400002246)

9)a.2.b. Contract with BL Dalsin Roofing (2024-
4400002240)

9)a.2.c. Contract with Central Roofing Company
(2024-4400002244)

9)a.2.d. Amendment to contract 2024-4400002243
with Frontier Transportation

9)a.2.e. Amendment to contract 2024-4400001422
with iFixYouri

9)a.2.f. Contract with Innovative Office Solutions
(2024-4400002218)

9)a.2.g. Amendment to contract 2024-4400001851
with Johnson Litho Graphics

9)a.2.h. Amendment to contract 2023-4400001351
with Joshua Downham

9)a.2.i. Amendment to contract 2024-4400001900
with Learning Disabilities Association

9)a.2.j. Amendment to contract 2024-4400002217
with Pan O Gold

9)a.2.k. Contract with Parallel Technologies, Inc
(2024-4400002245)

9)a.2.l. Amendment to contract 2024-4400002207
with Scholastic Inc.

9)a.2.m. Contract with Minneapolis Convention
Center (2024-4400002247)

9)a.3. Agreements

9)a.3.a. Authorizing a Temporary Construction and
Access Easement at Nellie Stone Johnson (2024-
0024)

9)a.3.b. Authorizing an amendment to a license
agreement with the Longfellow Community Council
and Dowling Community Garden (2024-0027)

9)a.4. Resolutions

9)a.4.a. Resolution Approving Equal Treatment in
Transporting Students Funding to Non-Public
Schools (2024-0023)

9)b. Approval of the 2023-2025 Collective Bargaining
Agreement Between Special School District No. 1,
and Minneapolis Federation of Teachers, Local 59
(2024-05-ER-CBA-MFT)

9)c. Approval of the 2023-2025 Collective Bargaining
Agreement Between Special School District No. 1,
and Minneapolis Federation of Teachers Adult
Education (2024-05-ER-CBA-AE)

9)d. Approval of the 2023-2025 Collective Bargaining
Agreement Between Special School District No. 1,
and Minneapolis Federation of Educational Support
Professionals, Local 59 (2024-05-ER-CBA-ESP)

9)e. Resolution setting school start and end times
(2024-0025)

9)f. Resolution amending the 2024-2025 school
calendar (2024-0026)

10) **New Business**

10)a. Resolution Creating an Anishinabe Academy
Facility Advisory Committee

11) **Reports from Board of Education Directors**

12) **Adjournment**

**OFFICIAL MINUTES
MINNEAPOLIS BOARD OF EDUCATION (SPECIAL SCHOOL DISTRICT NO. 1)**

**REGULAR BUSINESS MEETING
APRIL 16, 2024**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on April 16, 2024.

Chair Collin Beachy called the meeting to order at 5:32 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Faheema Feerayarre, Adriana Cerrillo, Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison, Joyner Emerick (9); Ex Officio members Superintendent Dr. Lisa Sayles-Adams, Student Representative Rounds (2)

Absent: (0)

APPROVAL OF AGENDA

Ellison moved to approve the agenda.

On a voice vote, the motion to approve the agenda was adopted with the following result:

Aye: Abdi, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (9)

Nay: (0)

Abstain: (0)

Absent: (0)

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the March 12, 2024 meeting.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (9)

Nay: (0)

Abstain: (0)
Absent: (0)

RECOGNITIONS

Washburn teachers Jason Jirsa and Tracy Byrd were recognized as finalists for the 2024 Minnesota Teacher of the Year.

RECESS

A five-minute recess was taken.

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A 10-minute recess was taken.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

Superintendent Dr. Sayles Adams and staff provided presentations on the following topics:

- a. Presentation and Updates
 - Superintendent Update
 - Transportation Equity and Diversity Impact Assessment (EDIA)
 - 2024-2025 Budget Development Update

No votes or action was taken on these informational items.

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

Abdi moved to approve the consent agenda, which included the following items:

1. Personnel Items
 - a. Approval of List A personnel matters (2024-4-ER-A)
 - b. Approval of List B personnel matters (2024-4-ER-B)
2. Contracts
 - a. Amendment to contract 2024-4400001743 with Al-Maa'uun Career Services
 - b. Contract with Archer Mechanical (2024- 4400002175)

- c. Amendment to contract 2024-4400000940 with Comcast Cable Communications Management
- d. Contract with C70 Builders (2024-1000236579)
- e. Contract with Double Line Inc. (2024-4400002168)
- f. Contract with Flagship Recreation (2024-4400002161)
- g. Contract with Flagship Recreation (2024-4400002162)
- h. Contract with Greiner Construction (2024-1000236635)
- i. Contract with Kompan (2024-1000235339)
- j. Amendment to contract 2024-4400002180 with North Central Bus & Equipment
- k. Amendment to contract 2024-4400001794 with Public Media Engineering
- l. Amendment to contract 2024-4400002145 with RAK Construction
- m. Contract with Schwab Vollhaber Lubratt Inc (2024-4400002147)
- n. Contract with Scholastic Inc (2024-1000236731)
- o. Contract with Storage Solutions (2024-1000236641)
- p. Amendment to contract 2024-4400001704 with TOSHIBA
- q. Contract with Trane Co (2024-4400002176)
- r. Contract with Wold Architects and Engineers (2024-1000236669)

3. Authorizations

- a. Authorization to negotiate and execute a quitclaim deed convey property to Bryn Mawr Development, LLC is constructing housing on property that is located south of Anwatin Middle School (2024-0021)

4. Reports

- a. Receive and file radon testing report summary (2024-0020)

Emerick moved to remove the following contracts from the consent agenda for individual consideration:

- f. Contract with Flagship Recreation (2024-4400002161)
- g. Contract with Flagship Recreation (2024-4400002162)

On a voice vote the motion to remove two contracts from the consent agenda was adopted with the following result:

Aye: Abdi, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (9)
Nay: (0)
Abstain: (0)
Absent: (0)

On a voice vote, the motion to approve the revised consent agenda without items 9.a.2.f. (Contract with Flagship Recreation, 2024-4400002161) and 9.a.2.g. (Contract with Flagship

Recreation, 2024-4400002162), was adopted with the following result (applied to all consent agenda items):

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)
Nay: (0)
Abstain: El-Amin (1)
Absent: (0)

Abdi moved Contract item 9.a.2.f. with Flagship Recreation (2024-4400002161) to be sent back and authorize staff to renegotiate the contract to ensure there is an accessibility clause.

On a voice vote the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)
Nay: (0)
Abstain: El-Amin (1)
Absent: (0)

Novell moved Contract item 9.a.2.g. with Flagship Recreation (2024-4400002162) to approve with the definition of accessibility added to the contract and that staff be given authority to negotiate the contract with the vendor.

On a voice vote the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)
Nay: (0)
Abstain: El-Amin (1)
Absent: (0)

Resolution Regarding the Intention to Place a Capital Projects Levy Question on the 2024 General Election Ballot (2024-0019)

Emerick moved to approve Resolution 2024-0019, Regarding the Intention to Place a Capital Projects Levy Question on the 2024 General Election Ballot.

On a voice vote the motion was adopted with the following result:

Aye: Abdi, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (9)
Nay: (0)
Abstain: (0)
Absent: (0)

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Emerick
- Abdi
- Norvell
- Cerrillo
- El-Amin
- Jourdain

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 9:04 p.m.

DRAFT

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=629544>
- Minutes approved: 5/14/2024

Attachments: *(added upon approval of minutes)*

- Resolution Regarding the Intention to Place a Capital Projects Levy Question on the 2024 General Election Ballot (2024-0019)

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

DRAFT

AIPAC VOTE OF NON CONCURRENCE – 2024

AIPAC Address to Minneapolis Public School Board Regarding American Indian Student Needs

INTRODUCTION

Good evening, esteemed members of the Minneapolis Public School Board.

My name is Lucie Skjefte, I am a Citizen of the Red Lake Nation, and I stand before you here today representing our American Indian Parent Advisory Committee (AIPAC). We are joined tonight by respected members of our community, Nation Wright, Leech Lake Ojibwe; Sarah Vinueza, Dakota; Nellie Long, Winnebago Tribe of Nebraska and Oglala Lakota of Pine Ridge. Nellie is a respected elder of our community that brings a wealth of experience and wisdom to our collective work with AIPAC.

THE IMPORTANCE OF LIVED EXPERIENCES

Before we delve into our concerns, we've asked for Nellie to share a story that deeply resonated with AIPAC. We believe the lived experiences of our students are crucial to understanding the challenges they face. Nellie, if you would be so kind to share Gabrielle's story with the board?

Nellie Long shares Gabrielle's story – Chi Miigwech, Nellie.

Gabrielle's story exemplifies the very issues we're addressing tonight. It highlights the need for better mental health support, a more equitable disciplinary system, and a long-term vision that empowers future generations.

Key Areas of Concern

Building on Gabrielle's experience, we at AIPAC have identified three key areas of concern regarding the current educational experience for American Indian students in the Minneapolis Public Schools district:

Mental Health Services, Accountability and Discipline,

Long-Term Vision and Authentic Community Engagement

- We believe the district can improve and build upon culturally appropriate mental health support systems for our students and families.
- The high number of disciplinary incidents – *particularly* – suspensions in middle schools, demands a more **EFFECTIVE APPROACH** that supports **ALL STUDENTS** across the district.
- We believe in the power of American Indian pedagogy, specifically a 7th Generation Framework, which emphasizes long-term thinking and sustainability. By deepening our engagement with community partners who share this vision and already possess relevant expertise, MPS can build a truly sustainable educational foundation for all students. Where MPS can be stewards in a comprehensive approach that prioritizes the needs of future generations.

OUR PROPOSALS

We propose a multi-pronged approach to address these concerns:

Mental Health Services

- Implement a tiered support system that includes collaboration between internal staff, innovative approaches incorporating community resources and traditional teachings, and access to mentorship programs.

Accountability and Discipline

- Create a full-time staff position dedicated to addressing discipline issues, focusing on root causes, interventions, collaboration, and progress monitoring.
- Establish an Equity and Inclusion Oversight Team to ensure fair and inclusive practices.
- Conduct quarterly reviews on suspensions and expulsions with school leaders, ***(especially principals)*** involving the Equity and Inclusion team and the dedicated staff member.

Long-Term Vision and Community Engagement

- Curriculum developed with a foundation of American Indian pedagogy that embraces the 7th Generation Framework, emphasizing long-term thinking and sustainability. Rooted in the philosophies and educational practices centered on tradition, culture, and welcomes the worldviews of the Indigenous peoples of this land.

- 1. Storytelling and Oral Traditions**
- 2. Elders as Knowledge Keepers**
- 3. Community-Based Learning**
- 4. Emphasis on Long-Term Thinking**
- 5. Culturally Relevant Curriculum**

Storytelling and Oral Traditions

Stories serve as a powerful tool for teaching history, values, and cultural practices.

Elders as Knowledge Keepers

Elders are valuable resources, sharing wisdom and guidance with younger generations.

Community-Based Learning

Collaborative Learning, involving family, community, and cultural experts.

Emphasis on Long-Term Thinking

The 7th Generation Framework, A prominent example, encourages decisions that consider the impact on future generations.

Culturally Relevant Curriculum

Content and teaching methodologies that reflect the experiences and perspectives of Indigenous students.

Prioritizing and fostering a strong sense of identity, cultural connection, and actively being responsible stewards for the environment, empowers **ALL** students in becoming well-rounded individuals contributing meaningfully to their communities.

→ **Strengthening Relationships with Community Partners** leveraging existing teachings, mentorships, and experiential learning resources. A number of Minneapolis organizations supporting American Indian youth in their educational endeavors – such as the Minneapolis American Indian Center, and many others like **Migizi** – a youth organization focused on the empowerment of American Indian youth through cultural programming, academic support, and leadership development.

Providing a safe space for young people to explore their own identities.

Collaboration is Key

We believe a collaborative approach is crucial. We urge the Minneapolis Public School District to take our recommendations seriously and work with AIPAC to develop a plan for improvement. We are confident that by working together, **we can create a school system that provides all American Indian students** with the support and resources they need to succeed.

In Conclusion

Thank you for your time and consideration. We look forward to working with you to create a brighter future for all American Indian students in the Minneapolis Public Schools district. Together, with the wisdom of our elders and the stories of our students, we can **build a school system** that fosters success for all.

Sincerely,

Minneapolis American Indian Parent Advisory Committee (AIPAC)



Superintendent's Report

Regular Business Meeting

May 14, 2024

Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

Curriculum Adoption Updates

Dr. Aimee Fearing, Senior Academic Officer

Minnesota Department of Education

Per Minnesota Statute 120B.021, state standards are required in the following content areas:

- English Language Arts
- Mathematics
- Science
- Social Studies
- Physical Education
- The Arts* (*Statewide or locally developed academic standards)

Districts are required to offer all standards. Most of the state standards are achieved through the benchmarks. Schools must offer and students must achieve all benchmarks for an academic standard to satisfactorily complete that standard.

School districts must develop their own district academic standards in three content areas:

- Health
- World Languages, using current world languages standards developed by the American Council on the Teaching of Foreign Languages
- Career and Technical Education

Minnesota K–12 Academic Standards–Review Schedule

Content Area	Most Recent Review	Implementation Year
Physical Education	2016–17	2026–27* Physical Education Standards Implementation Resources
Arts	2017–18	2023–24* Arts Standards Implementation Resources
Science	2018–19	2024–25* Science Standards Implementation Resources
English Language Arts	2019–20	2025–26 (proposed) Currently in Rulemaking English Language Arts Standards Implementation Resources
Social Studies	2020–21	2026–27 (proposed) Currently in Rulemaking Social Studies Standards Implementation Resources
Mathematics	2021–22	2027–28 (currently in rulemaking) Version 3



MDE Working Groups

- Education on the Holocaust, Genocide of Indigenous Peoples, and Other Genocides
- Ethnic Studies
- Personal Finance
- Minnesota's Computer Science Strategic Plan
- Computer Science

Legislative Changes impacting Standards and Curriculum Adoption

Proposed Omnibus Education Finance Bill

- READ Act 2.0 makes several changes to teacher and volunteer training, requires districts screen students three times annually and provides additional one-time funding to implement the law and to provide stipends to teachers who complete literacy training
- Delays the start of the requirement that students complete a course in **government and citizenship** in Grade 11 or 12 to the 2025-2026 school year
- Add **health** as a required statewide academic standard, instead of a locally adopted standard, but maintains local standards until the end of 26-27 school year or when statewide rules implementing state standards go into effect, whichever is later.

MPS District Wide Curriculum Adoption

Curriculum serves as a guide for teachers, establishing standards for student performance and teacher accountability.

Curriculum plays a crucial role in shaping educational experiences and ensuring students acquire essential knowledge and skills

In MPS, curriculum must:

- Be standards-based
- Aligned to core sequence of knowledge and skills that build at each grade level
- Depict accurate account of historical events from diverse perspectives
- Support MPS vision and mission
- Be culturally relevant and sustain the cultures, languages and lived experiences of students

MPS Curriculum Selection Process

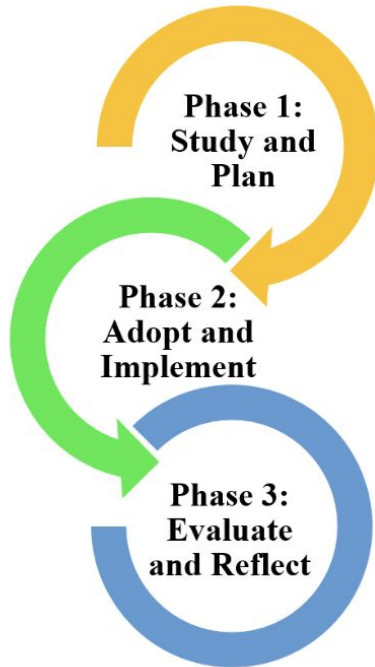
In Fall of 2023, REA & CA&I revised the [curriculum adoption process](#).

In addition to the process guidance (rubric), there is a required [planning template](#) to ensure REA, CA&I, and finance have a shared understanding of upcoming projects and tasks related to curriculum adoption.

Curriculum Costs	<\$100,000/grade level	\$100,000/grade-\$1,000,000	>\$1,000,000 <i>(or at the request of Cabinet or School Board)</i>
Steering Committee Requirements:	Who: Representative group of 10+ staff from across the district. Option to include students & external members (e.g., caregivers, community members.).	Who: Representative group of 15+ staff from across the district. Must also include external members (e.g., caregivers, community members). Option to include student members.	Who: Representative group of 20+ staff from across the district. Must include external members (e.g., caregivers, community members) and/or external consultant support (e.g., curriculum/subject area expert from a college/university). Option to include student members.
Pilot Requirements	No Pilot Needed	Who: Sample of volunteer teachers (can include members of steering committee) from across the district Duration: 1-3 months Expectation of use: Sole use of curriculum is not required—can be used in conjunction or as a supplement to other curriculum. Teachers use at least 10 lessons over the pilot period. Data collected from pilot: Surveys collected from teachers and students (as appropriate).	Who: Representative sample of schools from across the district Duration: At least half a year Expectation of use: Teachers solely use pilot curriculum and are required to participate in PD around curriculum usage. Data collected from pilot: Surveys and focus groups/interviews with teachers, principals, students, and caregivers.
Community Engagement Requirements	Option to hold an open house or other community event. REA will support data collection at any events that are held.	Option to hold an open house or other community event. REA will support data collection at any events that are held.	Core Academics and Instruction coordinates community engagement events (e.g., open houses). REA will support data collection at these events.
Evaluation Requirement:	Part 1 Curriculum Selection: Steering committee uses a rubric (co-developed by Core Academics and REA) to evaluate curriculum materials. Steering committee reviews data from the rubrics during a co-interpretation session (facilitated by REA) in order to select materials. Part 2 Final Curriculum Selection: N/A	Part 1 Curriculum Pilot Selection: Steering committee uses a rubric (co-developed by Core Academics and REA) to evaluate curriculum materials. Steering committee reviews data from the rubrics during a co-interpretation session (facilitated by REA) in order to select pilot materials. Part 2 Final Curriculum Selection: Steering committee engages in a co-interpretation session that uses data from the following sources to make a curriculum recommendation: review of vendor materials & presentations, pilot data (includes student and teacher voice), community engagement data (as available).	Part 1 Curriculum Pilot Selection: Steering committee uses a rubric (co-developed by Core Academics and REA) to evaluate curriculum materials. Steering committee reviews data from the rubrics during a co-interpretation session (facilitated by REA) in order to select pilot materials. Part 2 Final Curriculum Selection: Steering committee engages in a co-interpretation session that uses data from the following sources to make a curriculum recommendation: review of vendor materials & presentations, pilot data (includes student, teacher, and caregiver voice), community engagement data.

MPS Phases of Curriculum Adoption

Large curriculum adoptions with full steering committees follow the process detailed below.



Phases of Curriculum Adoption

Phase 1 Phase 2 Phase 3

1. Establish **Steering Committee***
2. Review achievement data, current data, current materials and standards
3. Create Vision, Outcomes and Values
4. RFP to interested vendors
5. Establish **Expanded Steering Committee***
6. Evaluate vendor presentations*
7. Make recommendation to **Steering Committee** for vendor finalists for pilot
8. Pilot
9. EDIC of Process and Pilot

*Opportunities for stakeholder input

Equity Rubric for Curriculum Adoptions

The Equity Rubric is being developed as a **content-agnostic tool** that requires certain elements to be included in the **evaluation of any new curriculum being considered by MPS**. Having **consistent equity criteria** for all curriculum selection processes will assist content leads and steering committees in aligning their processes to critical MPS values. A high caliber rubric will ensure that the most **critical equity considerations** are still being assessed in possible curricula, despite any blind spots a steering committee may have. This rubric was designed to be used as a **stand alone addition** to the evaluation rubric created by the steering committee.

Equity Rubric for Curriculum Adoptions

DOMAINS

Criteria to score the curriculum which includes student materials, teacher manuals and anything else included (pedagogical philosophy).

Culturally Sustaining

Rationale: *Culturally Sustaining Education is at the center of MPS' work around curriculum adoption and implementation to ensure our students are seen, heard and valued. We will ensure all students are equipped with the knowledge and skills necessary to prepare them for future success. Culturally Sustaining Pedagogy explicitly calls for schooling to be a site for sustaining the cultural ways of being of communities of color. It is necessary because it not only validates who students are and their ways of knowing, it also locates students at the center of classrooms through assets-based, humanizing perspectives that lead to pluralism.⁶*

Identity

Rationale: *The curriculum reflects, honors, and celebrates the diverse and intersecting identities of our Minneapolis communities, including, but not limited to: race, culture/ethnicity, gender/gender identity, sexuality, languages, religion/beliefs/spirituality, and ability. The authors, editors, and instructional materials reflect the diversity of authentic perspectives throughout our global community.*

Criticality

Rationale: *Criticality is "the capacity to read, write, and think in a way of understanding power, privilege, social justice, and oppression, particularly for populations who have been historically marginalized in the world."
Students need spaces to name, interrogate, resist, agitate, and work toward social change. This will support students toward being critical consumers and producers of information.²*

Joy

Rationale: *All of our students' diverse and intersecting identities are represented in positive and powerful ways. "The curriculum allows students to uplift beauty, aesthetics, truth, ease, wonder, wellness, solutions to the problems of the world, and personal fulfillment."³*



K-5 | Upcoming Pilots & Curriculum Adoptions

Content Area:	SY23-24	SY24-25	SY 25-26
K-5 Literacy	Steering Committee & Pilot Material Selection	Pilot	Curriculum Adoption
K-5 Math	Year 2 Implementation	Year 3 Implementation	Year 4 Implementation
K-5 Science	Steering Committee, Pilot	Curriculum Adoption	Year 2 Implementation
K-5 Social Studies	Steering Committee, spring pilot in place	Adjust open source materials to MN standards and new literacy curriculum	Curriculum Adoption

6-12 | Upcoming Pilots & Curriculum Adoptions

Content Area:	SY23-24	SY24-25	SY25-26
6-12 Literacy	Steering Committee	Steering Committee/Pilot	Curriculum Adoption
6-12 Math	Pilot	Curriculum Adoption	Year 2 Implementation
10-12 Science	Steering Committee	Steering Committee, Pilot	Curriculum Adoption
6-8, 9 Science	Steering Committee	Curriculum Adoption	Year 2 Implementation
Geography, World History	Pilot/Curriculum Adoption	Year 2 Implementation	Year 3 Implementation
US History, US Gov, Economics	Steering Committee	Curriculum Adoption - pending funding	
Sexual Health	Curriculum Adoption	Year 2 Implementation	Year 3 Implementation
Health	Steering Committee, Pilot	Curriculum Adoption	Year 2 Implementation

Content Areas for Pilot SY 24–25

1.

[K-5 Literacy](#)

2.

[6-12 English Language Arts](#)

3.

[10-12 Science](#)

K-5 Literacy Pilot

Maria Rollinger,
Deputy Senior Academic Officer

Literacy Steering Committee:

The MPS Literacy Team partnered with a variety of departments, leaders, teachers and community partners to form the **K-5 Literacy Curriculum Adoption Steering Committee**. This committee believes that ensuring all MPS students have access to the highest quality literacy instruction is a matter of equity and civil rights.

The committee has the following responsibilities:

- Examine literacy standards, state statutes and best practices in K-5 literacy education
- Create a curriculum selection process that parallels MDE's curriculum approval timeline
- Develop criteria for the evaluation of instructional materials
- Include teachers, principals, families, students, and the broader community in the decision making process
- Analyze materials to determine their match with national and state standards, science of reading, and cultural and linguistic sustainability
- Select materials and school sites for pilot
- Gather and reflect on feedback from pilot-program teachers
- Make a decision

Decision Making Process

50+ options

Gate #1: MDE's approved or reconsideration list

23 options

Gate #2: Reduced per the steering committee scorecard

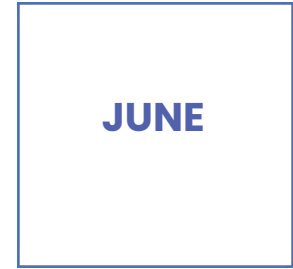
13 options

Gate #3:

- 'Accessibility & Usability' & 'Culturally Responsive' tabs on rubric
- Approved in MDE's 2nd round (their screening process covers the other tabs of our rubric)

3 pilot options

Materials Review and Pilot Selection



February 2024

March-April 2024

May 2024

June 2024

Steering committee meets to reduce the list of materials to evaluate.

Steering and Advisory Committees review submitted curricula that meet MDE and READ Act requirements.

Broader MPS community will have opportunities to review and provide feedback on materials that are being considered.

Analyze data

Vendor presentations

Choose pilot materials

Contract for pilot materials to the MPS School Board for approval

Pilot and Evaluation

SY 24-25

SY 24-25

SY 24-25

SY 24-25

August 2024

September 2024–April 2025

May 2025

June 2025

Professional development for teachers engaging in pilot

Teachers instruct using only the approved literacy pilot materials.

Ongoing implementation support from vendors and literacy coaches

Ongoing data review from teachers, school leaders, students, and caregivers

Steering committee analyzes data from pilot evaluation and determines which materials to adopt.

Curriculum adoption contract goes to the MPS School Board for approval

K-5 Pilot Sites

Model 1:

Comprehensive

*Curriculum addresses both foundational skills and knowledge building



5 sites piloting Model 1

5 sites piloting Model 2



Model 2:

Bundled Foundational + Knowledge Building
OR
Comprehensive

Model 3:

Bundled Foundational + Knowledge Building

*Different pairing of foundational and content building than Model 2



5 sites piloting Model 3

15 K-5 Pilot sites

*sites using Functional Phonics will continue with Functional Phonics for SY 24-25

Note: Dual Language schools will engage in a separate pilot process and timeline, depending on what materials are selected by the PK-5 Steering Committee.



MINNEAPOLIS
PUBLIC SCHOOLS

K-5 Pilot Sites

K-5 Pilot Sites

Barton

Lucy Laney

Bethune

Nellie Stone

Burroughs

Northrop

Cityview

Johnson

Jenny Lind

Wenonah

Kenwood

Windom

Loring

Waite Park

Webster

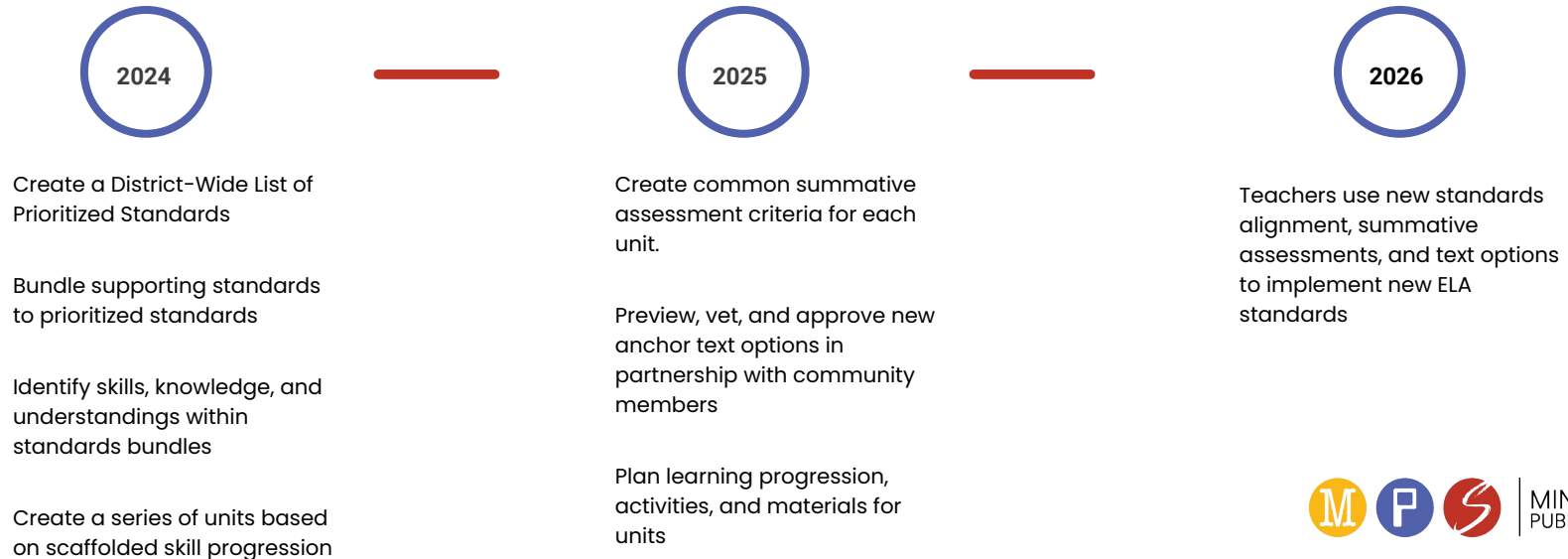
Marcy

6–12 English Language Arts

ELA Standards Implementation

Nationally, published curricula are not widely used for secondary ELA, especially for 9–12th grades.

Rather than adopt a ‘boxed’ curriculum, the steering committee is focusing on standardizing how MN state standards are bundled, taught, and assessed.



Content Areas in Full Implementation SY 24–25

1.

[6-12 Math Curriculum Adoption](#)

2.

[K-5 and 6-8 Science Curriculum Adoption](#)

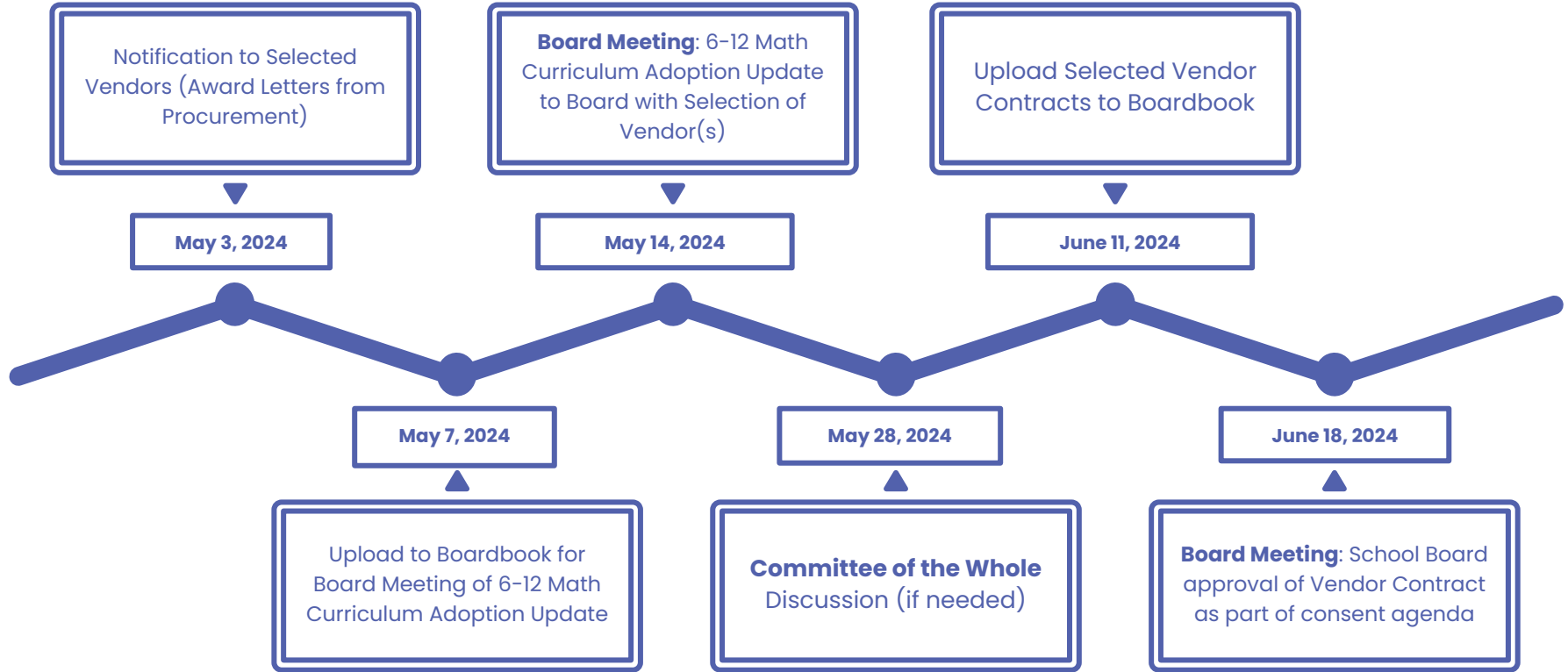
3.

[6-12 Health Education Curriculum Adoption](#)

6-12 Math Curriculum Adoption

Maria Rollinger,
Deputy Senior Academic Officer

Timeline



Math Adoption Committee Charge

MPS seeks to make excellent curriculum decisions for all our students. We reached out to a variety of departments, principals and teachers to be on the **K-12 Math Adoption Steering Committee**. Additional parents and community members will be invited to participate on our expanded steering committee, which will review presentations and make final recommendations.

The committee has the following responsibilities:

- Examine standards and review research
- Assess student achievement and look for patterns
- Develop criteria for the request for proposal (RFP)
- Develop criteria for the evaluation of instructional materials
- Analyze materials to determine their match with national and state standards
- Select materials and school sites for the math adoption pilot program
- Gather and reflect on feedback from pilot-program teachers and public review process
- Articulate a coherent K-12 curriculum, along with appropriate Tier 2 and Tier 3 interventions
- Narrow selections for consideration
- **Vote on materials to recommend for adoption**

Overview of Math Curriculum Adoption Process/Timeline

Event	Timeline
Creation of K-12 Math Adoption Steering Committee	November 2019
Request for Proposal Published	Feb 2023
Vendor Proposals Received	March 2023
Review Submitted Proposals and Materials	March/April 2023
Presentations from Invited Vendors	May 2023
Vendors Selected for Pilot	June 2023
Pilot Materials in Buildings	September 2023 - June 2024
Recommend Vendors for Adoption	April 2024
Vendor contract approved by Board of Education	June 2024
Steering Committee begins 6-12 implementation process	Fall 2024
Multi-Year Contract and Installation	Fall 2024

Math Pilot Sites

Grades 6-8

Desmos - Amplify

Anthony
Anwatin
Franklin

enVision - Savvas

Ella Baker (6-8)
Justice Page
Olson
MPS Online
(Telescope)
Sanford

iReady - Curriculum

Associates

Anderson
MPS Online (6-8)
Northeast
Sullivan

Grades 9-12

Open Up

*Anthony Middle
Edison
Heritage Academy
MPS Online (9-12)
North
*Northeast Middle
Roosevelt
Southwest
MACC

enVision - Savvas

*Anderson Middle
*MPS Online 6-8
(Telescope)
*Sanford Middle
FAIR
Henry
South
Washburn

*Telescope

Data Collection Methods

Method	Description
Teacher Survey	An online survey was administered to teachers that asked them to evaluate the piloted curriculum, provide feedback on the trainings, and share their experience with the pilot.
Caregiver Survey	During in person conferences, we visited sites to solicit feedback from Caregivers. They were given an example resource for their student's curriculum and asked a series of questions based on their impression of that resource / their experience with their student's learning that year. We also emailed out this activity to reach more Caregivers.
Student Survey	Students were asked to share their feedback via a survey on the resources that their curriculum offered and their experience in their math class so far for the year.

Steering Committee Rationale

Based on majority votes of the K-12 Math Curriculum Adoption Committee,

- **iReady (Curriculum Associates)** has been identified as the recommended **middle school (6-8)** curriculum.

Committee members appreciated the following about iReady:

- The curriculum has a connection to Bridges / the elementary pathway;
- The curriculum is intentional in its use of mathematical discourse;
- It had the overall highest ratings amongst teachers who piloted the curriculum;
- It includes a variety of resources (such as MyPath).

Steering Committee Rationale

Based on majority votes of the K-12 Math Curriculum Adoption Committee,

- **Open Up** has been identified as the recommended **high school** curriculum.

Committee members appreciated the following about Open Up:

- Data from teacher surveys supports the Open Up curriculum;
- The curriculum promotes problem-based learning based on conceptual understanding;
- The curriculum promotes mathematical discourse.

Next Steps

- During the 2024–25 school year, we will be **purchasing and installing iReady** and **Open Up** districtwide, pending approval from the MPS Board of Education.
- REA and the Academic team will **gather feedback** from teachers, students, and caregivers regarding implementation to create a strong plan for successful implementation that meets our student, teacher, and caregiver needs.

Appendix

10–12 Science Pilot

10–12 Science Pilot

MPS is planning a small scale pilot of Biology, Chemistry and Physics curriculum during SY24–25.

Project	Timeline
10-12 Science Curriculum RFP	Fall 2024
Curriculum Review	Late Fall 2024
Pilot	Winter 2024
Pilot Data Review	Late Winter 2024
Science Materials purchase	Spring 2025
Science teacher curriculum PD	Late Spring 2025 → Fall 2025

6–12 Math Curriculum Adoption

Steering Committee Membership

School-based roles represented:	Departments represented:
<ul style="list-style-type: none">● K-5 Principal● K-5 Assistant Principal● 6-8 Principal● 9-12 Principal● K-2 Teachers● 3-5 Teachers● 6-8 Teachers● 9-12 Teachers● Online Teacher● Special Education Teacher (K-5)● Special Education Teacher (6-12)● Special Education Citywide● EL Teacher (K-5)● EL Teacher (6-12)	<ul style="list-style-type: none">● Academic Leadership● Teaching and Learning● Technology Integration● Research, Evaluation, and Assessment● Multilingual Department● Special Education Department● Talent Development/Advanced Learner Education (TDALE)● Early Childhood● Office of Indian Education● Office of Black Student Achievement (OBSA)● Office of Latine Achievement● College & Career Readiness (CCR)

Selection Criteria

The K-12 Math Adoption Steering Committee is looking for math materials that:

- Contribute to an understanding of **ethnic, racial** and **cultural diversity** representative of the student demographics in MPS.
- Offers **cultural** and **linguistically-responsive** materials that differentiate for students of all abilities and backgrounds, such as students receiving support from **special education, ELL**, and **advanced academics**.
- Support **Effective Teaching Strategies** from NCTM Principles to Action and Catalyzing Change and provides **instructional resources** with differentiated opportunities across a continuum of skills and abilities.
- Provide **developmentally appropriate** resources.
- Offer **assessments** that include **diagnostic, formative** and **summative** tools.
- Curriculum content, tasks, and activities that have purposeful **alignment to the 2007 Minnesota Mathematics Standards** (& willingness to support updated standards).

Pilot Site Selection Process

- **Geographical balance**

- 1 school from South/Roosevelt; 1 school from Southwest/Washburn; 2 schools from Edison/Henry/North pathways

- **Demographic balance**

- Racial, special education and EL populations roughly match district-wide proportions.

- **Middle school and high school pathways**

- Students who are in telescoped math and taking high school-level courses while in middle school used the same curriculum that their community high school was piloting.

Key Data Points – Middle School

Which months did you use the curriculum at least 60% of the time?

Curriculum	3+ Months	< 3 Months
Desmos	6	2
iReady	7	1
enVision	12	0

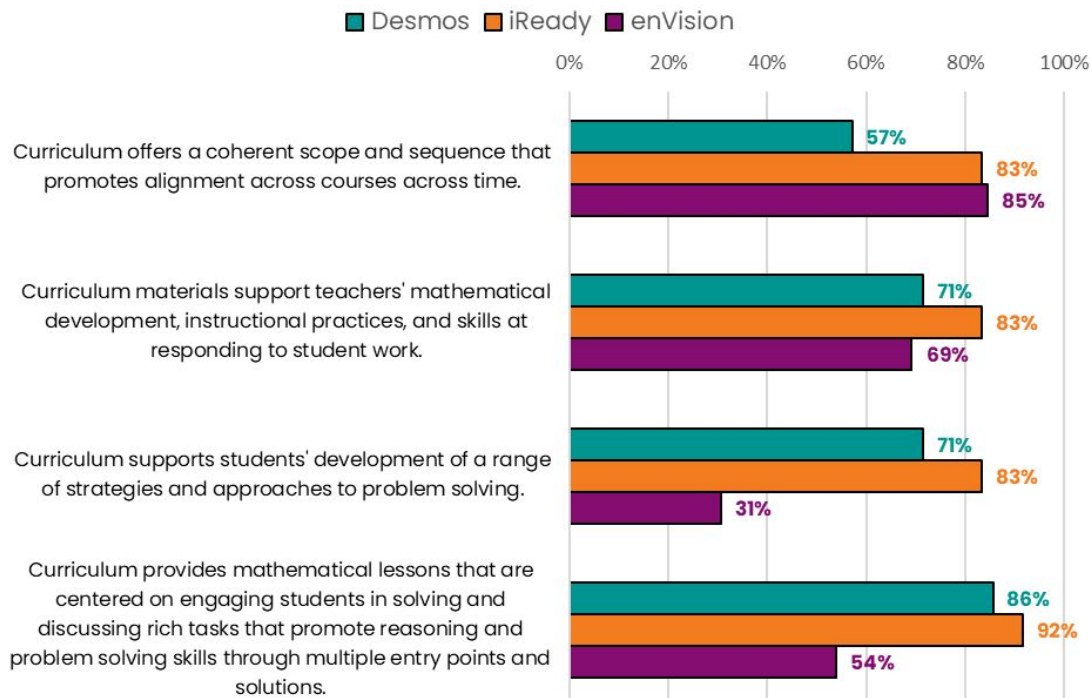
Would you recommend adopting this curriculum next year? 3+ Months

Response	Yes	No	Other
Desmos	3	0	3
iReady	7	0	0
enVision	5	6	1

Would you recommend adopting this curriculum next year? < 3 Months

Curriculum	Yes	No	Other
Desmos	0	2	0
iReady	0	1	0
enVision	0	0	0

% of Respondents who Agreed / Strongly Agreed



Key Data Points – High School

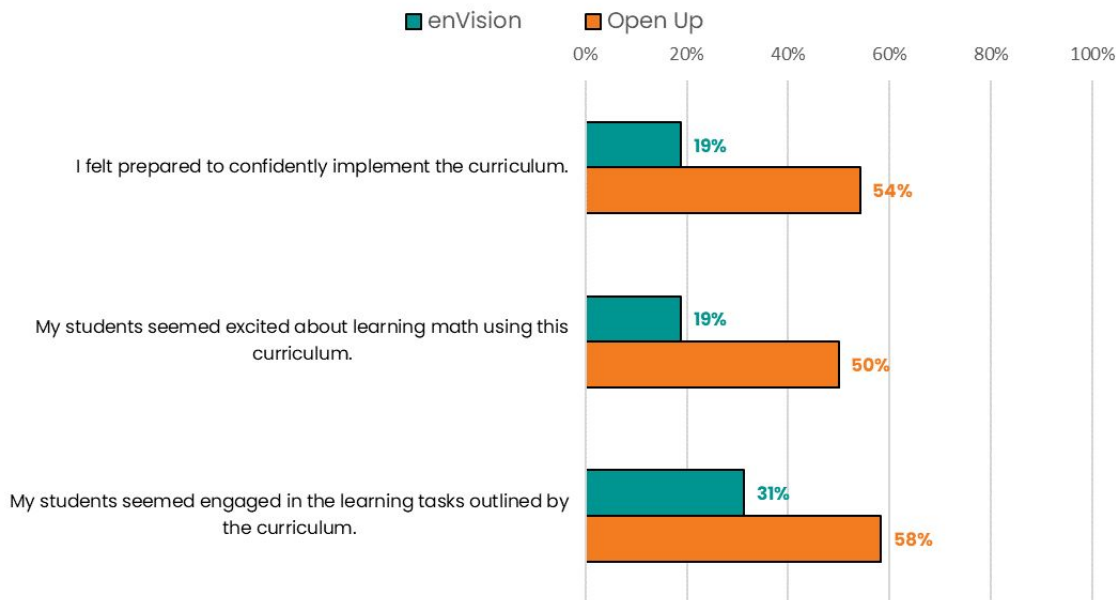
Which months did you use the curriculum at least 60% of the time?		
Curriculum	3+ Months	< 3 Months
Open Up	27	0
enVision	8	3

Would you recommend adopting this curriculum next year? 3+ Months			
Response	Yes	No	Other
Open Up	13	9	5
enVision	2	4	2

Would you recommend adopting this curriculum next year? < 3 Months			
Curriculum	Yes	No	Other
Open Up	0	0	0
enVision	0	3	0

Teacher Survey

% of Respondents who Agreed / Strongly Agreed



Data Interpretation and Voting Results

- Steering committee participated in a data co-interpretation process on March 28 (for high school curricula) & April 18 (for middle school curricula).
 - Steering committee members:
 - Reviewed data independently;
 - Worked in small groups to interpret the data and discuss what's important to teachers, students, and caregivers;- and
 - Voted independently and anonymously on which curricula should be implemented districtwide 6-8 and 9-12.
- A total of 10 steering committee members voted to recommend **iReady** to be implemented districtwide in 6-8.
- A total of 11 steering committee members voted to recommend **Open Up** to be implemented districtwide in 9-12.

Considerations for Implementation

Extended professional development would be required for teachers to feel most successful by the beginning of the 2024-2025 school year (with an emphasis on pedagogical shift for all teachers);

“Teacher Time” for a limited number of teachers for each grade-band to help align each to curriculum to best meet the needs of all learners.

- What will the representation of these teachers look like? (ELLs, special education services, etc.)

A majority of students and caregivers reported that they had never used the online or textbook resources associated with each curricula being piloted.

- A focus on familiarizing students and their caregivers with these resources at the start of the school year will help maximize learning and increase engagement with the new curriculum.

How the Data is Organized

By [rubric area](#), professional development, dual-language accessibility, and implementation.

Feedback from non-teacher stakeholders (students and caregivers) is integrated throughout, wherever relevant.

Final Committee Vote

6–8 Curricula:

- 10 votes for **iReady**
- 2 votes for **Desmos**
- 1 votes for **enVision**

9–12 Curricula:

- 11 votes for **Open Up**
- 1 vote for **enVision**
- 1 abstention

Steering Committee

6–8 Curricula:

- [Steering Committee Slides](#) (April 18)
- [Appendix](#)

9–12 Curricula:

- [Steering Committee Slides](#) (March 28)
- [Appendix](#)

6–12 Math Curriculum Adoption: Data Overview

Rubric Area 1 & 2 – Cultural Responsiveness

Teacher Surveys 6-8

Total % Agree or Strongly Agree	Desmos	iReady	enVision
Curriculum supports teachers with culturally sustaining practices that connect to students' lingual, racial, and ethnic backgrounds (includes indigenous ways of knowing).	71%	83%	46%
Curriculum provides differentiation support within rich tasks and describes how that differentiation can be implemented in the classroom by addressing the spectrum of student needs.	57%	92%	92%
At the end of lessons, [students] feel better prepared to think through and solve math problems.	71%	75%	62%

Teacher Surveys 9-12

Total % Agree or Strongly Agree	enVision	Open Up
Curriculum supports teachers with culturally sustaining practices that connect to students' lingual, racial, and ethnic backgrounds (includes indigenous ways of knowing).	25%	21%
Curriculum provides differentiation support within rich tasks and describes how that differentiation can be implemented in the classroom by addressing the spectrum of student needs.	38%	42%
At the end of lessons, [students] feel better prepared to think through and solve math problems.	31%	63%



Rubric Area 3 – Equitable Teaching Practices

Teacher Surveys 6-8

Total % Agree or Strongly Agree	Desmos	iReady	enVision
Curriculum supports students' development of a range of strategies and approaches to problem solving.	71%	83%	31%
The curriculum builds fluency with procedures on a foundation of conceptual understanding so that students, over time, become skillful in using procedures flexibly as they solve contextual and mathematical problems.	57%	83%	69%
Curriculum offers a coherent scope and sequence that promotes alignment across courses across time.	57%	83%	85%

Teacher Surveys 9-12

Total % Agree or Strongly Agree	enVision	Open Up
Curriculum supports students' development of a range of strategies and approaches to problem solving.	31%	63%
The curriculum builds fluency with procedures on a foundation of conceptual understanding so that students, over time, become skillful in using procedures flexibly as they solve contextual and mathematical problems.	44%	79%
Curriculum offers a coherent scope and sequence that promotes alignment across courses across time.	81%	58%



Rubric Area 4 – Developmentally Appropriate Resources

Teacher Surveys 6-8

Total % Agree or Strongly Agree	Desmos	iReady	enVision
Curriculum materials and resources support students' mathematical discourse with generalizable mathematical language (not curriculum specific), which includes the purposeful and cooperative exchange of ideas through classroom and small group discussion.	57%	92%	83%
Student materials support and encourage students to communicate their thinking by addressing the spectrum of student needs.	57%	83%	75%

Teacher Surveys 9-12

Total % Agree or Strongly Agree	enVision	Open Up
Curriculum materials and resources support students' mathematical discourse with generalizable mathematical language (not curriculum specific), which includes the purposeful and cooperative exchange of ideas through classroom and small group discussion.	33%	79%
Student materials support and encourage students to communicate their thinking by addressing the spectrum of student needs.	25%	67%

Rubric Area 5 – Assessments

Teacher Surveys 6-8

Total % Agree or Strongly Agree	Desmos	iReady	enVision
Curriculum provides a variety of assessment questions beyond multiple choice. Assessments are available in multiple formats. Multiple versions of the same assessment are easy to generate.	86%	100%	69%
Assessments are designed to elicit evidence of students' mathematical thinking and value the students' lived experiences.	57%	83%	38%

Teacher Surveys 9-12

Total % Agree or Strongly Agree	enVision	Open Up
Curriculum provides a variety of assessment questions beyond multiple choice. Assessments are available in multiple formats. Multiple versions of the same assessment are easy to generate.	31%	63%
Assessments are designed to elicit evidence of students' mathematical thinking and value the students' lived experiences.	25%	75%

Professional Development

Teacher Surveys 6-8

Total % Agree or Strongly Agree	Desmos	iReady	enVision
Overall, the professional development I received from the curriculum vendor prepared me to confidently implement the curriculum.	71%	100%	92%
The curriculum vendor gave me resources that were helpful in implementing the curriculum.	57%	100%	100%
The curriculum vendor's PD/training gave me the knowledge I needed to understand the big mathematical concepts of the units I will be teaching to my students.	71%	82%	46%

Teacher Surveys 9-12

Total % Agree or Strongly Agree	enVision	Open Up
Overall, the professional development I received from the curriculum vendor prepared me to confidently implement the curriculum.	38%	33%
The curriculum vendor gave me resources that were helpful in implementing the curriculum.	88%	67%
The curriculum vendor's PD/training gave me the knowledge I needed to understand the big mathematical concepts of the units I will be teaching to my students.	56%	46%



Overall Feedback – 6–12 Teacher Feedback

6–8	Total % Agree or Strongly Agree		
	Desmos	iReady	enVision
I felt prepared to confidently implement the curriculum.	43%	58%	85%
My students seemed excited about learning math using this curriculum.	71%	42%	31%
My students seemed engaged in the learning tasks outlined by the curriculum.	71%	50%	62%

9–12	Total % Agree or Strongly Agree	
	enVision	Open up
I felt prepared to confidently implement the curriculum.	19%	54%
My students seemed excited about learning math using this curriculum.	19%	50%
My students seemed engaged in the learning tasks outlined by the curriculum.	31%	58%

Resources – 6–12 Caregiver Feedback

Caregiver survey response:

“Prior to today, have you accessed the online resources available for the math curriculum your MPS students are learning in school?”

	6-8	
	Total # of Respondents	Percent who Responded “Yes”
Desmos	78	30%
iReady	54	28%
enVision	94	22%
	9-12	
enVision	16	19%
Open Up	130	15%



Overall Feedback – 6–12 Student Feedback

Student survey response:

“I recommend this curriculum to be adopted/implemented district wide.”

	6-8	
	Total # of Respondents	Percent Agree or Strongly Agree
Desmos	295	72%
iReady	481	75%
enVision	545	68%
	9-12	
enVision	66	69%
Open Up	907	83%

Which months did you use the curriculum at least 60% of the time?

3+ Months	6
< 3 Months	2

Would you recommend adopting this curriculum next year?

Response	Yes	No	Other
3+ Months	3	0	3
< 3 Months	0	2	0

“Other” Responses

At the last professional development we had they showed some of the changes that were being made to Desmos. After seeing the new curriculum, it improved most of the concerns I had about Desmos from this year.

Yes, For the telescope class this was a good curricula. Not so much for regular Math 7.

I believe this curriculum could be beneficial when paired with direct instruction but it was difficult when students were below grade level and needed to be taught prerequisites before starting units. Overall I would say for us to not use this curriculum and a primary but would love to have it as a supplement for some activities such as the circle and integer units.

At the last professional development we had they showed some of the changes that were being made to Desmos. After seeing the new curriculum, it improved most of the concerns I had about Desmos from this year.

Open Up

Would you recommend adopting this curriculum next year?

Response	Yes	No	Other
3+ Months	13	9	5

"Other" Responses

Hard to tell after 1 year of just learning it. As is, it's sort of helpful for pacing and offers a lot of usable problems but drawing from just 1 curriculum in order to fit our students hasn't felt great this year, so I would probably build/rebuild a lot of pieces that are a bit more engaging than what's provided if we stuck with it..

The framework is okay, and theoretically has room to differentiate as we need to. If we NEED to adopt one, this isn't terrible, but I think I'd still prefer our FOCUS instruction methods instead...

Eh...I don't think it does what we've been hoping for....realness, relevance, rigor (some, but not totally), etc. I personally think it has taken us several steps back from what we had developed and been using up to this point; however, I'd prefer to use this over trying another new curriculum with the understanding that it is a resource, and not the only curriculum we are using. It has some good problems, but many of the problems are naked problems and the order of the work in the workbooks is NOT beneficial to students.

I am not sure. There are many things that are on my con list and some on my pro list. I would want to see a pacing guide for regular classes. I also think we should pilot the middle school open-up curriculum. Because I found myself having to teach supplementary lesson where students gaps the prior knowledge because it assumed they did the middle school curriculum. It is difficult for my ML and SPED students because of how word heavy it is. In Algebra 2, I have mostly advanced students and I will not get to Unit 10 this year, so I can only imagine how hard it would be for regular track students. I wish they had project ideas to go with each unit. I wish I did not have to translate and reformat each lesson for my newcomers - I wish it was done already (I know they say Spanish will be coming out in the fall). I wish they had more visuals of what they are talking about in the lesson. For example, in Unit 6 when it talks about the shadow from the Ferris wheel or in Unit 7 Lesson 1 when it wants them to see the Sunset Shadow on a building and the High Noon Shadow on the ground. It makes it hard for kids to understand what they are talking about and I have to come up with the drawings.

This isn't what we were hoping for. It was a HUGE step back from what we were working on with relevance and rigor--there's some, but it's very superficial (and lazy). Also, since the district is planning to switch to the 8 point MYP grading scale, the way this curriculum is set up, it doesn't lend to that easily. If this were the main resource used, but schools had the opportunity to develop it to best fit the needs of the students, it wouldn't be terrible. But doing it as written does more harm to our kids than good. Also, don't waste money on the workbooks.



K-5 and 6-8 Science Curriculum Adoption

Science Curriculum Adoption

- MPS Curriculum and Learning Materials and State Science Statutes
- Science Adoption Committee
- Science Adoption Process/Timeline
- Pilot Sites
- Rubric data and Key Data Points
- Recommendation/Rationale/Results

Academic Standards in Science

The 2019 Minnesota Academic Standards in Science were adopted in 2021, and are scheduled for full implementation in the **2024-2025** school year.

The goal of this curriculum adoption is to align Minneapolis Public Schools Science Curriculum and learning materials with State Academic Standards in Science and ensure that these materials are respectful, inclusive and promotes the students positive self-concept.

Science Adoption Committee

MPS strives to make quality and impactful curriculum decisions for all our students. We partnered with a variety of departments, schools and teachers to form the **K-12 Science Adoption Steering Committee**.

The committee has the following responsibilities:

- Examine science standards, state statutes and best practices in science education
- Develop criteria for the request for proposal (RFP)
- Develop criteria for the evaluation of instructional materials
- Analyze materials to determine their match with national and state standards and best practices in Science Teaching and Learning
- Select materials and school sites for pilot
- Gather and reflect on feedback from pilot-program teachers
- Make a decision

Steering Committee Representation

School-based roles represented:	Departments represented*:
<ul style="list-style-type: none">● Elementary Teachers● Elementary STEM/Science Specialists● Middle and High School Science Teachers● Online Teachers	<ul style="list-style-type: none">● Core Academics● Research, Evaluation, Assessment and Accountability● Multilingual Department● Magnet Schools Department

Science Curriculum Review and Pilot Sites

All Science teachers collaborated and reviewed curriculum
12/8/23

Teachers from the pilot sites taught lessons and units from pilot curriculums between late January and early March.

Pilot sites included:

- Anishinabe, Barton, Bryn Mawr, Lucy Laney, Northrop, Wenonah, and Whittier
- Anthony, Anwatin, Ella Baker, and Sanford

Criteria for Review

The Science Steering Committee is looking for Curriculum that:

- **Reflects current best practices in 3-Dimensional Science Teaching and Learning.**
 - Using phenomena and design solutions to drive student learning
 - Builds student understanding of grade appropriate science and engineering practices, disciplinary core ideas and crosscutting concepts
 - making links across science disciplines and across literacy and mathematics
- **Provides Student Supports that:**
 - are relevant and authentic for our students
 - build upon students prior learning
 - uses scientifically accurate and grade appropriate scientific information
 - provide guidance for teachers to support differentiated instruction
- **Provides Teacher Support that provides:**
 - strategies for linking student engagement across lessons
 - strategies to support student sense-making
 - resources that support collaboration, communication and critical thinking
 - flexible and dynamic teacher professional development
- **Provides tools for Assessment that:**
 - elicit direct observable evidence of three-dimensional learning
 - are embedded throughout the curriculum to evaluate student learning and inform instruction
 - include aligned rubrics and scoring guidelines for interpreting student performance to plan instruction and provide feedback
 - are unbiased for all students
 - provide multiple opportunities for students to demonstrate understanding
- **is Responsive to our students needs**
 - by providing opportunities for students to consider the application and implications of science and nature in society
 - providing ample opportunities for students to develop awareness of careers in science and engineering
 - by offering culturally and linguistically responsive materials that differentiate for students of all abilities and backgrounds
 - by contributing to the an understanding of the ethnic, racials and cultural diversity representative of the students of MPS

Timeline

<u>Date</u>	<u>Actions & Steps</u>
September	Establish steering committee
September - April	Steering Committee Meetings
November	Publish RFP
December	Data review, rubric notes, all Science teachers review curriculums
February - March	Elementary and Middle School Pilot
April	Curriculum Recommendations
Spring 2024	Science materials Inventory based on Recommended Curriculum
Summer/Fall 2024	Science teacher curriculum training
Full Implementation SY 24-25'	All Elementary and Middle School Classrooms

Key Data Points

K-8 Science Curriculum Pilot Review

Components assessed: Science Standards, Best Practices in Science Teaching, Inclusivity, Design, Online platforms, Differentiation, Training, Languages, Assessments, General resources. Above link has rubric data and feedback for publishers.

[REA's complete analysis of the Science Pilot](#)

Which curriculum	Gradespan	To what extent does t	To what extent does t	To what extent does t	To what extent does t	To what extent does t	To what extent does t	To what extent does t	To what extent does t	To what extent does t	To what extent does t	To what extent does t	To what extent does t	To what extent does t
Foss	Elementary	Meets expectations	Meets expectations	Exceeds expectations	Meets expectations	Meets expectations	Exceeds expectations	Meets expectations	Exceeds expectations	Meets expectations	Meets expectations	Meets expectations	Exceeds expectations	Meets expectations
Foss	Elementary	Meets expectations	Exceeds expectations	Exceeds expectations	Exceeds expectations	Meets expectations	Meets expectations w	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations w	Meets expectations
Foss	Elementary	Exceeds expectations	Meets expectations	Exceeds expectations	Meets expectations	Meets expectations w	Exceeds expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations w	Meets expectations	Meets expectations w
Foss	Elementary	Meets expectations	Meets expectations	Exceeds expectations	Meets expectations	Meets expectations	Exceeds expectations	Meets expectations	Exceeds expectations	Meets expectations	Meets expectations w	Meets expectations w	Meets expectations	Meets expectations w
TWIG	Elementary	Meets expectations w	Meets expectations	Does not meet expect	Meets expectations w	Does not meet expect	Meets expectations w	Does not meet expect	Does not meet expect	Meets expectations w	Meets expectations w	Meets expectations w	Does not meet expect	Does not meet expect
TWIG	Elementary	Meets expectations w	Meets expectations w	Does not meet expect	Meets expectations w	Exceeds expectations	Meets expectations	Meets expectations	Meets expectations w	Exceeds expectations	Meets expectations w	Does not meet expect	Exceeds expectations	Does not meet expect
TWIG	Elementary	Meets expectations w	Meets expectations w	Meets expectations w	Meets expectations w	Meets expectations	Meets expectations	Meets expectations	Does not meet expect	Meets expectations w	Meets expectations	Meets expectations w	Meets expectations w	Meets expectations w
OpenSciEd	Middle	Meets expectations w	Meets expectations w	Meets expectations w	Meets expectations	Does not meet expect	Meets expectations w	Meets expectations w	Meets expectations w	Does not meet expect	Does not meet expect	Does not meet expect	Does not meet expect	Does not meet expect
OpenSciEd	Middle	Meets expectations	Meets expectations	Meets expectations w	Meets expectations w	Does not meet expect	Meets expectations w	Meets expectations	Meets expectations w	Meets expectations w	Meets expectations w	Meets expectations w	Does not meet expect	Does not meet expect
Savvas	Middle	Meets expectations w	Meets expectations w	Does not meet expect	Does not meet expect	Does not meet expect	Meets expectations w	Meets expectations w	Meets expectations w	Meets expectations w	Does not meet expect	Does not meet expect	Does not meet expect	Does not meet expect
Savvas	Middle	Exceeds expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Exceeds expectations	Meets expectations	Exceeds expectations	Exceeds expectations	Meets expectations	Meets expectations	Meets expectations	Exceeds expectations
Savvas	Middle	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations w	Exceeds expectations	Meets expectations	Meets expectations w	Meets expectations	Meets expectations	Meets expectations	Meets expectations w	Meets expectations
Savvas	Middle	Meets expectations w	Meets expectations w	Meets expectations w	Meets expectations w	Does not meet expect	Meets expectations w	Meets expectations w	Meets expectations w	Meets expectations w	Meets expectations w	Meets expectations	Does not meet expect	Meets expectations w
Savvas	Middle	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations w	Meets expectations	Meets expectations	Meets expectations w	Meets expectations w
TWIG	Middle	Meets expectations	Meets expectations	Exceeds expectations	Meets expectations	Meets expectations w	Meets expectations	Meets expectations	Meets expectations w	Meets expectations w	Exceeds expectations	Exceeds expectations	Exceeds expectations	Exceeds expectations
TWIG	Middle	Meets expectations	Meets expectations w	Exceeds expectations	Meets expectations	Does not meet expect	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Meets expectations	Does not meet expect	Meets expectations
TWIG	Middle	Meets expectations	Exceeds expectations	Exceeds expectations	Exceeds expectations	Exceeds expectations	Meets expectations	Exceeds expectations	Exceeds expectations	Meets expectations	Meets expectations	Meets expectations w	Meets expectations	Meets expectations w

Steering Committee Rationale

K-12 Science Curriculum Adoption committee unanimously chose:

- **Foss for Elementary Science and**
- **Twig Science for Middle School Science**

Primarily due to student engagement, standard alignment, continuous updates, and teacher approval.

Committee members appreciated the following about Foss and Twig.

- I thought the curriculum was engaging for the students [TWIG]
- The kids seemed to really enjoy the real world activities [TWIG]
- I do like this new version and can see how the Pathways version could be really helpful for MPS with all the other curricular areas we are trying to cover with limited time. [FOSS]
- [Foss] had some nice updates and great digital tools to help students access the learning

Next Steps

- 1. Purchasing online subscriptions, textbooks and materials**
- 2. Core Academics will engage with departments who did not participate in the Steering Committee to consider what should be included as we plan for teacher professional development and implementation.**
- 3. Planning Professional Development for all K-5 Elementary and 6-8 Science teachers**
- 4. Full implementation SY 24-25**
 - a.** REAA and Core Academics and Instruction teams will gather feedback from teachers, students and caregivers regarding implementation, to create a strong plan for successful implementation and beyond that meets our students needs

9th Grade Earth and Space Science

After curriculum review in Spring 2022, it was determined that there is no widely available curriculum to meet the needs of MPS students and teachers. Other Minnesota Schools districts, including SPPS, came to a similar conclusion.

Working in collaboration with St. Paul Public Schools, Minnesota Earth Science Teachers Association, Minnesota and National Science Teachers Association, and other organizations throughout Minnesota to:

1. Adapt an Open-source Earth and Space Science (ESS) Curriculum* with coherent tools, pedagogy, appearance and routines to include best practices in Science Teaching and Learning
2. Distribute this resource to other Minnesota ESS teachers.

March 1	Curriculum survey to District Leaders, Teachers, community
April 22-23	In community, develop set of coherent tools, routines and pedagogy to support American Indian Science Standards and other MN specific standards
completed before June 30	Contract with BSCS to align curriculum with Best-Practices in Science** - total cost \$50K - MPS cost ~ \$25K
August 1	Delivery MVP to science teachers

6-12 Health Education Curriculum Adoption

Agenda

- Health education parameters and state statutes
- Health Education Adoption Committee
- 6-12 Health Education Adoption Process/Timeline
- Pilot Sites
- Rubric data and Key Data Points
- Recommendation/Rationale/Results



MPS students represented on Health committee



MINNEAPOLIS
PUBLIC SCHOOLS

MPS Health Education Parameters and State Statutes

2023 Minnesota Statutes

VAPING AWARENESS AND PREVENTION [Sec. 120B.238 MN Statutes](#) -A public school **must** provide vaping prevention instruction at least once to students in grades 6 through 8.

CARDIOPULMONARY RESUSCITATION AND AUTOMATIC EXTERNAL DEFIBRILLATOR INSTRUCTION [Sec. 120B.236 MN Statutes](#) -School districts **must** provide one time cardiopulmonary resuscitation and automatic external defibrillator instruction as part of their grade 7 to 12 curriculum for all students in that grade beginning in the 2014-2015 school year and later.

EDUCATION ON CANNABIS USE AND SUBSTANCE USE [Sec. 120B.215 MN Statutes](#) -Starting in the 2026-2027 school year, a school district or charter school **must** implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school.

MENTAL HEALTH EDUCATION [Sec. 120B.21 MN Statutes](#)-School districts and charter schools are **encouraged** to provide mental health instruction for students in grades 4 through 12 aligned with local health standards and integrated into existing programs, curriculum, or the general school environment of a district or charter school.

CHILD SEXUAL ABUSE PREVENTION EDUCATION [Sec. 120B.234 MN Statutes](#) -The purpose of this section, which may be cited as "Erin's Law," is to **encourage** districts to integrate or offer instruction on child sexual abuse prevention to students and training to all school personnel on recognizing and preventing sexual abuse and sexual violence

MPS Health Education Parameters and State Statutes

2023 Minnesota Statutes

Character Development education [section 120B.232](#) -Districts are **encouraged** to integrate or offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness. Instruction should be integrated into a district's existing programs, curriculum, or the general school environment.

VIOLENCE PREVENTION EDUCATION [Sec. 120B.22 MN Statutes](#) Each district is **encouraged** to integrate into its existing curriculum a program for violence prevention

PARENTAL CURRICULUM REVIEW [Sec. 120B.20 MN Statutes](#) - Families have the right to review curriculum

MPS requires .5 credit of Health Education (Health Science #11000) in high school to meet graduation requirements.

All middle and high school Health Education courses are to be taught by a fully licensed Health Education teacher.

Health Adoption Committee

MPS strives to make quality and impactful curriculum decisions for all our students. We partnered with a variety of departments, schools and teachers to form the **6-12 Health Adoption Steering Committee**. Additionally, **MPS students** participated in the adoption process by sharing their experience and thoughts on quality health education.

The committee has the following responsibilities:

- Examine standards, state statutes and quality health education goals
- Develop criteria for the request for proposal (RFP)
- Analyze materials to determine their match with national and state standards
- Select materials and school sites for pilot
- Gather and reflect on feedback from pilot-program teachers and public review process
- Make a decision

Steering Committee Representation

School-based roles represented:	Departments represented:
<ul style="list-style-type: none">● High school Students● Health Teachers● Online Teachers● Special Education Teachers● Health services	<ul style="list-style-type: none">● Core Academics● Research, Evaluation, Assessment and Accountability● Multilingual Department● Special Education Department● Equity and Engagement member● Office of Black Student Achievement (OBSA)● Health services <p>Steering Committee</p>

Health Pilot Sites

Six Teachers from pilot sites taught lessons and units from both curriculums in February.

All Health teachers collaborated and reviewed curriculum 3/1/24

Pilot sites included:

- Northeast Middle school
- Sanford Middle school
- North High School
- Fair High School
- Henry High School

Our Students' Thoughts on Health Education

Data was collected at the first steering committee meeting. Three students from North HS and four students from MACC participated in a share-out session about their health education experience. Data collected below was from our group discussions.

Students would like to see more of

- | | |
|---|---|
| <ul style="list-style-type: none">● Prevention Education● Trauma informed● Culturally relevant● Building safe space● Student voice in learning materials and activities● Health education earlier (9th grade preferred)● More practical learning experience | <ul style="list-style-type: none">● No scare tactics● Things that be can applied to real world● More current and relevant videos and resources● Community based focus on local situations and resources in the community |
|---|---|



Timeline

<u>Date</u>	<u>Actions & Steps</u>
October	Establish steering committee
November - December	Steering Committee Meetings
February	Curriculum Presentations
March	Data review, rubric notes, all health teachers review curriculums
April	Decision shared
May	Curriculum, materials purchased
August 2024	Health teacher curriculum training
Full Implementation SY 24-25'	All middle and HS health classes (Note: HS will use FLASH for sexual health unit)

Key Data Points

6-12 Comprehensive Health Curriculum Adoption Material Review Scoring Rubric

Components assessed: Standards, Statutes, Inclusivity, Sexual Health, Design, Skill-based, Online platforms, Differentiation, Training, Languages, Assessments, General resources. Above link has rubric data and feedback for both publishers.

Which curriculum are you reviewing?	Please rate I	Please rate I	Please rate I	Please rate I	Please rate I	Please rate I	Please rate I	Please rate I	Please rate I	Please rate I	Please rate I	Please rate I	Please rate I
Good-Heart - Willcox	Evident	Evident	Partially Evident	Evident	Partially Evident	Evident	Evident	Partially Evident	Evident	Partially Evident	Evident	Evident	Evident
Good-Heart - Willcox	Evident	Evident	Partially Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Partially Evident	Evident	Evident
Good-Heart - Willcox	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Partially Evident	Evident	Evident	Evident
Good-Heart - Willcox	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident
Good-Heart - Willcox	Evident	Evident	Evident	Partially Evident	Evident	Evident	Evident	Evident	Evident	Partially Evident	Evident	Evident	Evident
Good-Heart - Willcox	Evident	Evident	Partially Evident	Partially Evident	Evident	Evident	Partially Evident	Evident	Evident	Evident	Evident	Evident	Evident
Good-Heart - Willcox	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident
Good-Heart - Willcox	Evident	Evident	Partially Evident	Partially Evident	Evident	Evident	Evident	Evident	Evident	Evident	Partially Evident	Evident	Partially Evident
Good-Heart - Willcox	Evident	Evident	Partially Evident	Partially Evident	Partially Evident	Partially Evident	Partially Evident	Evident	Evident	Evident	Evident	Evident	Evident
McGraw Hill	Not Evident	Partially Evident	Partially Evident	Partially Evident	Partially Evident	Evident	Evident	Partially Evident	Evident	Partially Evident	Evident	Evident	Evident
McGraw Hill	Evident	Not Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident
McGraw Hill	Evident	Evident	Partially Evident	Not Evident	Partially Evident	Evident	Partially Evident	Evident	Partially Evident	Evident	Evident	Evident	Evident
McGraw Hill	Partially Evident	Partially Evident	Evident	Partially Evident	Evident	Evident	Partially Evident	Evident	Evident	Evident	Partially Evident	Partially Evident	Evident
McGraw Hill	Not Evident	Partially Evident	Partially Evident	Not Evident	Evident	Partially Evident	Partially Evident	Evident	Evident	Evident	Not Evident	Evident	Evident
McGraw Hill	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident	Evident
McGraw Hill	Not Evident	Not Evident	Partially Evident	Partially Evident	Evident	Evident	Evident	Evident	Evident	Evident	Not Evident	Evident	Evident
McGraw Hill	Evident	Evident	Partially Evident	Partially Evident	Evident	Evident	Evident	Evident	Evident	Evident	Partially Evident	Evident	Evident

Steering Committee Rationale

6th-12th Health Curriculum Adoption committee unanimously chose Goodheart-Willcox as the 6th-12th grade health curriculum provider, primarily due to student engagement, standard alignment, continuous updates, and teacher approval.

Committee members appreciated the following about Goodheart-Willcox.

- The curriculum aligns with standards, state statutes and engages students through a variety of differentiated instructional activities;
- The materials are developmentally appropriate; and received approval from both teachers and steering committee members.
- Curriculum includes culturally diverse representation
- Curriculum is updated as needed to meet national & local standards
- Provides professional development and resources for teachers



Next Steps

- 1. Purchasing online subscriptions, textbooks and materials**
- 2. Planning Professional Development for all health teachers**
- 3. Full implementation SY 24-25**
4. REAA and the Academic team will gather feedback from teachers, students and caregivers regarding implementation, to create a strong plan for successful implementation that meets our students needs

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2024-0022**

RESOLUTION ADOPTING POLICY 5025

WHEREAS, The Board’s Policy Committee has recommended the proposed new policy.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: **ADOPTION** “Policy 5025: Gender Inclusion” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

ADOPTION

Policy 5025: Gender Inclusion(*Added*)

1. PURPOSE AND GENERAL STATEMENT OF POLICY

The students and staff of Minneapolis Public Schools (MPS) deserve respectful and inclusive learning environments that value students’ gender identity and gender expression. MPS ("District") ensures that all students have access to programming and facilities in which they feel comfortable, supported, and safe. This policy addresses the inequities some students, including intersex, transgender, two-spirit, gender expansive, non-binary, and gender-questioning students, confront as they navigate a system designed using a gender binary model. This policy does not and cannot anticipate every situation that may occur, as every student is unique. The support for each student must be assessed and addressed individually based upon the student’s specific requests and needs.

2. DEFINITIONS

The definitions contained in this policy are not intended to label students, but rather to assist in understanding this policy and the legal obligations of district staff. It is recognized that students might or might not use these terms to describe themselves.

- a. “Gender” refers to the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity.
- b. “Gender Identity” is a person’s deeply held sense or psychological knowledge of their own gender. A person’s gender identity can be the same or different from the sex or gender assigned at birth.
- c. “Sex Assigned at Birth” refers to the sex designation recorded on an infant’s birth certificate should such a record be provided at birth.
- d. “Gender Expression” refers to the manner in which a person represents or expresses that person’s gender identity to others, often through behavior, clothing, hairstyles, activities, or mannerisms. Although transgender people

typically seek to make their gender expression match their gender identity, rather than their sex assigned at birth, gender expression may or may not conform to a person's gender identity.

- e. "Gender Expansive" is an umbrella term that is used to describe individuals whose gender expression, gender identity, or gender role is fluid and/or may differ from gender norms associated with their sex assigned at birth. This term also includes people who identify outside of traditional gender categories or identify as both or several genders. Other terms that can have a similar meaning include "gender diverse," "gender non-conforming," "genderqueer," and "nonbinary."
- f. "Transgender/Trans" describes people whose gender identity or expression is different from that traditionally associated with an assigned sex at birth. Transgender identity is not dependent on medical procedures or other physical changes.
- g. "Transition" refers to the process in which transgender individuals begin asserting the sex that corresponds to their gender identity instead of the sex they were assigned at birth.

3. PRIVACY

- a. The privacy of student data is governed by MPS Policy 5690, which incorporates the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act. Virtually all student data are private, including student gender identity and information relating to a student's transgender or gender expansive status. Private student data are accessible only to 1) the student who is the subject of the data, 2) their parent or guardian, 3) MPS employees, contractors, and volunteers whose work assignment reasonably requires access and who have a legitimate educational interest, and 4) other parties or entities as provided for in section 6 of MPS Policy 5690. The District cannot withhold any private student data requested by the student's parent or caregiver unless there exists a court order which specifically denies access to the data.
- b. It does not violate student data privacy to call a student by their updated name or refer to them by their updated pronouns, either orally or in writing. Nor does it violate student data privacy to share a student's updated name and pronouns with others, including MPS employees, contractors, volunteers, and students, for the purpose of ensuring that the appropriate name and pronouns are used when communicating with or about the student.
- c. A student may choose to openly discuss and express their gender identity and gender expression or they may choose not to do so. In the classroom and other group settings, it is the student's prerogative to broach the subject.
- d. All rights and protections given to parents under MPS Policy 5690 transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an

eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

4. OFFICIAL SCHOOL RECORDS

- a. The school district is required to maintain a mandatory and permanent student record (“official record”) that includes a student’s legal name and gender. The school district will change a student’s official record to reflect a change in legal name or gender upon receipt of documentation that such change has been made pursuant to a court order or other official government action.
- b. Pertaining to students of all grades: At the request of a transgender or gender expansive student, and/or their parent/guardian the District will use the student’s requested name, gender identity, and pronouns when referring to the student in education records.

5. STUDENT NAMES, PRONOUNS, AND GENDER MARKERS

- a. At the student’s and/or parent’s/guardian’s request, a transgender and/or gender expansive student in all grades has the right to be referred to at school by a name and pronouns that align with their gender identity. At the parent’s/guardian’s request, a transgender or gender expansive student in all grades has the right to be referred to at school by a name and pronouns that align with the student’s gender identity.

6. GENDER-SEGREGATED FACILITIES

All students shall have access to gendered facilities and school-sponsored programs that are consistent with the student’s gender identity. This includes, but is not limited to, multi-stalled gendered restrooms, locker rooms, and school programs, trips, and athletic programs.

a. Restroom Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (N.H. v. Anoka-Hennepin Sch. Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)) students shall have access to the restroom that corresponds to their gender identity asserted at school:

- i. Any student who has a need or desire for increased privacy, regardless of the student’s gender identity or expression, and regardless of the underlying reason for the student’s need or desire for increased privacy, should be provided access to a single-user restroom.
- ii. No student shall be required to use a single-user restroom because they are transgender or gender expansive
- iii. The District shall work with each transgender and gender expansive student to determine which restrooms are most comfortable for the student.
- iv. In no case shall any student be required to use a restroom that conflicts with the student’s gender identity

b. Locker Room Accessibility

Pursuant to Minn. Stat. 363A.13, subd. 1 (N.H. v. Anoka-Hennepin Sch.

Dist. No. 11, 950 N.W.2d 553 (Minn. Ct. App. 2020)), the use of locker rooms by transgender and gender expansive students shall be assessed on an individualized basis with the goals of maximizing the student's social integration and equal opportunity to participate in physical education classes and sports and other school activities, ensuring the student's comfort, and minimizing stigmatization of the student.

- i. Unless the student requests otherwise, transgender and gender expansive students should have access to the locker room that corresponds to the student's gender identity asserted at school, like all other students.
- ii. Any student who has the need or desire for increased privacy, regardless of the student's gender identity or expression, and regardless of the underlying reason for the student's need or desire for increased privacy, should, if possible, be provided with a reasonable alternative changing area such as the use of a private area (e.g., a nearby restroom stall with a door, an area separated by a curtain, a physical education instructor's office in or near the locker room, or a nearby health office restroom), or with a separate changing schedule (e.g., using the locker room that corresponds to gender identity before or after other students).
- iii. Any alternative arrangement should be provided to protect the student's ability to keep the student's transgender or gender expansive status confidential.
- iv. The District shall work with each gender expansive student to determine which restrooms and locker room facilities are most comfortable for the student.
- v. In no case shall a transgender student be required to use a locker room that conflicts with the student's gender identity.

7. PHYSICAL EDUCATION AND HEALTH EDUCATION CLASSES AND INTRAMURAL SPORTS

- a. All students shall be permitted to participate in physical education classes, health education classes, and intramural sports and activities in a manner consistent with their gender identity.

8. SCHOOL TRIPS

- a. All students shall be permitted to participate in all school trips in a manner that corresponds with their gender identity. In planning school trips, staff is expected to assess the student's needs in collaboration with the student and/or the student's parent(s)/guardian(s) and make reasonable efforts to provide an acceptable accommodation to the student. Accommodations will be discussed in advance of the trip on a case-by-case basis.

9. INTERSCHOLASTIC COMPETITIVE SPORTS TEAMS/ACTIVITIES

- a. All students shall be permitted to participate in interscholastic athletics in a manner consistent with their gender identity and in compliance with the applicable regulations of the Minnesota State High School League (MSHSL).

10. OTHER GENDER-BASED ACTIVITIES, RULES, POLICIES AND

PRACTICES

- a. As a general matter, Minneapolis Public Schools will evaluate, on an ongoing basis, all gender-based activities, rules, policies, and practices, including but not limited to classroom activities, school ceremonies, yearbooks and school photos. Students will be permitted to participate in any such activities or conform to any such rule, guidelines, or practice consistent with their gender identity.

11. DISCRIMINATION/HARASSMENT/BULLYING

- a. It is the policy of the District to maintain a safe and supporting learning and educational environment that is free from harassment, intimidation, violence, and/or bullying and free from discrimination on account of gender, gender identity, and gender expression.
- b. Complaints alleging discrimination or harassment based on a student's actual or perceived transgender status or gender expansive status generally are to be handled in the same manner as sex discrimination, harassment or bullying complaints. For information about the types of conduct that constitute a violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (MPS Policy 4002). For information about the types of conduct that constitute a violation of the school district's policy on bullying and the school district's procedures for addressing such complaints, refer to the school district's policy on bullying (MPS Policy 5201).

12. RESPONSIBILITY

- a. The Superintendent is authorized to promulgate regulations to implement this policy.
- b. The Superintendent or their designee shall provide regular training to district personnel on this policy.

Original Adoption:

Date

Legal References:

- Minn. Stat ch. 363A (Minnesota Human Rights Act)
- Minn. Stat. § 121A.031 (Safe and Supportive Minnesota Schools Act)
- Minn. Stat. § 121A.03, subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
- Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
- 20 U.S.C. § 1681 et seq. (Title IX)
- 20 U.S.C. § 1701 et seq. (Equal Educational Opportunities)

MPS Policy Cross References:

- Policy 4002 (Harassment And Violence Prohibition Protected Classes)

- [Policy 5000 \(Equal Education Opportunity\)](#)
- [Policy 5201 \(Bullying And Hazing Prohibition\)](#)
- [Policy 5050 \(Title IX Non-Discrimination\)](#)
- [Policy 5051 \(Equal Opportunity In Athletics\)](#)
- [Policy 5690 \(Student Data\)](#)

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Feerayarre	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____

Presiding Officer

Attest

Collin Beachy, Chair, Minneapolis
Public Schools

Lori Norvell, Clerk, Minneapolis
Public Schools

Minneapolis Public Schools

List A: All Employees: Tuesday, May 14, 2024

Hiring - Licensed

Rachelle Alberts-Thorpe	Anishinabe Academy Elementary	Teacher, Elementary	4/15/2024
Anna Conley O'Connell	Early Contract Hires	Teacher, Elementary	3/29/2024
Rachel Graham	Early Contract Hires	Teacher, English Second Language	3/29/2024
Veronica Helb	Early Contract Hires	Teacher, Elementary	3/29/2024
Jared Hinkley	Early Contract Hires	Teacher, Special Education	3/29/2024
Jamire Jackson	North High	Teacher, Physical Education	4/29/2024
Lily Kappes	Early Contract Hires	Teacher, Special Education	3/29/2024
Sergio Madrid	Early Contract Hires	Teacher, Elementary	3/29/2024
Zeinab Omar	Early Contract Hires	Teacher, English Second Language	3/29/2024
Ruth Porter	Early Contract Hires	Teacher, Special Education	3/29/2024
Sarah Ramos	Early Contract Hires	Teacher, Special Education	3/29/2024
Paige Richmond	Special Ed Program 3	Teacher, District Program Facilitator	4/29/2024
Katherine Surette	Loring Elementary	Teacher, Building Reserve	4/15/2024
Meta Swanson	Early Contract Hires	Teacher, English Second Language	3/29/2024
Audrey Wang	Early Contract Hires	Teacher, English Second Language	3/29/2024
Katherine L Weber	Early Contract Hires	Teacher, Special Education	3/29/2024
Jessica Werlein	Early Contract Hires	Teacher, Elementary	3/29/2024

Hiring - Non Licensed

Desiree Boie	Minneapolis Kids	Child Care Assistant	5/6/2024
Senamarie Bradley	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	4/15/2024
Bernest Brown Iii	Pillsbury Elementary	Special Education Assistant	4/29/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, May 14, 2024

Hiring - Non Licensed

Dorice Burrell	Hmong International Academy Elementary	Associate Educator	4/29/2024
Tierney Carroll	Accounts Payable & Vendor Support	Accounts Payable Specialist, Senior	4/29/2024
Jasen Cook	Transportation, Special Ed Transp.	Program Coordinator, Transport. Training	4/29/2024
Blandine Crepin	Minneapolis Kids	Program Coordinator, Minneapolis Kids	4/29/2024
Desiree Davis	Henry High	Special Education Assistant	3/20/2024
Rynette Gardner	Engineers, Zone 2	Custodian	4/22/2024
Shannon Gavrilov	Minneapolis Kids	Program Coordinator, Minneapolis Kids	4/29/2024
Daniel Goemann	Facilities Planning	District Master Planner	5/13/2024
Clarise Hamilton	Minneapolis Kids	Child Care Assistant	5/6/2024
Malia Herron	Early Childhood Special Education	Special Education Assistant	3/20/2024
Shawn Jackson	SEA Cadre	Special Education Assistant	4/15/2024
Latia Johnson	Division of Human Resources	Human Resources Project Coordinator	4/22/2024
Victor Kirksey-Brown	Howe Elementary	Special Education Assistant	5/6/2024
Anna Koenning	Early Childhood Special Education	School Secretary	4/10/2024
Amy Larsen	Henry High	Special Education Assistant	4/30/2024
Jose Leyva Nolasco	SEA Cadre	Special Education Assistant	4/29/2024
Guthrie Nielsen	Minneapolis Kids	Child Care Assistant	4/26/2024
Aaron Passmore	Henry High	Special Education Assistant	4/29/2024
Cala Scott	Henry High	Special Education Assistant	2/14/2024
Gianna Smith	Cityview Elementary	School Secretary	4/22/2024
Kaylin Smith	Webster Elementary	Associate Educator (Interventionist)	5/7/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, May 14, 2024

Hiring - Non Licensed

Moteace Stewart	Edison High	Special Education Assistant	10/10/2023
Marco Vazquez Crespo	CWS, Site Group 5 - Southwest	School Cook	4/23/2024
Lydia Vejar	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	4/15/2024
Sharrod Wills	Henry High	Special Education Assistant	5/1/2024
Elaine Wright	Transportation, Regular Ed Transp.	Bus Aide	4/25/2024
Nuur Yusuf	Transportation, Regular Ed Transp.	School Bus Driver In Training	5/6/2024

Discharges

Licensed

Non-Licensed

Custodian	04-19-2024	2024-05-ER-6460
Child Care Assistant	04-18-2024	2024-05-ER-6253
Family Learning Child Care Worker	05-09-2024	2024-05-ER-6503
Special Education Assistant	04-15-2024	2024-05-ER-6431
Child Care Assistant	05-02-2024	2024-05-ER-6450
Associate Educator	04-25-2024	2024-05-ER-6425

Non-Represented

Probationary Separations

Licensed

Teacher	06-30-2024	2024-05-ER-6509
Teacher	06-30-2024	2024-05-ER-6510
Teacher	06-30-2024	2024-05-ER-6511
Teacher	06-30-2024	2024-05-ER-6512
Teacher	06-30-2024	2024-05-ER-6513
Teacher	06-30-2024	2024-05-ER-6514
Teacher	06-30-2024	2024-05-ER-6515
Teacher	05-20-2024	2024-05-ER-6452
Teacher	06-30-2024	2024-05-ER-6516
Teacher	06-30-2024	2024-05-ER-6517
Teacher	06-30-2024	2024-05-ER-6496
Teacher	06-30-2024	2024-05-ER-6527
Teacher	06-30-2024	2024-05-ER-6518
Teacher	06-30-2024	2024-05-ER-6519
Teacher	06-30-2024	2024-05-ER-6520
Teacher	06-30-2024	2024-05-ER-6521

Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Teacher	04-17-2024	2024-05-ER-6451
Teacher	04-26-2024	2024-05-ER-6449

Non-Licensed

Associate Educator	05-10-2024	2024-05-ER-6533
Special Education Assistant	04-30-2024	2024-05-ER-6495
Family & Community Liaison	04-17-2024	2024-05-ER-6446
Special Education Assistant	04-15-2024	2024-05-ER-6442
Special Education Assistant	04-16-2024	2024-05-ER-6439
Special Education Assistant	04-23-2024	2024-05-ER-6478
Special Education Assistant	04-15-2024	2024-05-ER-6426
Associate Educator	04-15-2024	2024-05-ER-6427
Special Education Assistant	05-02-2024	2024-05-ER-6501
Special Education Assistant	04-12-2024	2024-05-ER-6414
Custodian	04-25-2024	2024-05-ER-6465
Special Education Assistant	05-03-2024	2024-05-ER-6508

Non-Licensed, Staff Reduction

Layoffs

Licensed

Teacher	05-14-2024	2024-05-ER-6273
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Non-Licensed

Administrative Contract Non-Renewals



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CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and AmazeWorks “Contractor” (collectively “parties”) to provide AmazeWorks brings belonging to life for all children through our programming and services that are grounded in Anti-Bias Education (ABE) theory and our Conditions for Belonging framework. to District-wide.

TERM OF CONTRACT

1.1 This Contract is effective on May 13, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30 2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** (“Scope of Work”). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 Total Obligation



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1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400002246

Page | 1

Contract template updated September 2022

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$215,550.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 Taxes.

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract: construction materials, leasing of motor vehicles, food and lodging. [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 Fund Availability; Federal Funds Contingency.

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

7. Contractor's employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.

8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.

9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a "technology provider" for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Rebecca Slaby

Signature

Rebecca Slaby

Name

Executive Director, AmazeWorks

Title

5/7/24

Date

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initiated by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term "educational data" shall have the meaning ascribed to it under the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.

2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.

3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.

4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.

5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.

a. The term "commercial purpose," does not include providing the specific services agreed upon in this Contract.

b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor's site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.

6. Contractor's employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.



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7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** ("Student Data Privacy"). "School-issued devices," as used herein, refers to hardware or software that is provided to an individual student for that student's dedicated personal use, and includes devices issued through a one-to-one program.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding,

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments will be completed upon completion

[The remainder of this page intentionally left blank.]



worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.



Exhibit A:

Deliverables:

AmazeWorks brings belonging to life for all children through our programming and services that are grounded in Anti-Bias Education (ABE) theory and our Conditions for Belonging framework. We help educators build skills that foster healthy identity development and respect across differences of race, class, culture, family structure, gender, ability, beliefs, and sexual orientation. Children and adults practice social-emotional learning skills (SEL) of self-awareness, self-management, social awareness, responsible decision-making, and relationship-building.

We train educators to lead regular, intentional conversations on identity, difference, and bias with students, and our curriculums provide the necessary resources and tools. These conversations prevent the internalization of stereotypes, reduce bias levels, and increase learning and engagement. We equip educators with the knowledge and resources to notice, name, and reject bias, which helps to close the opportunity gap because students are better able to reach their full potential.

Service Outcome:

Elementary Program (Prek-5th): Includes a curated selection of 20 picture books per grade level, two printed curriculum guides with lesson plans for each book that include discussion questions, journal prompts and/or activities, Anti-Bias Education research/resources for teachers, a scope and sequence, and literacy skills alignment. Classroom Dynamics (2nd-5th): Included with the Elementary Program Training Packages. Classroom Dynamics assesses student connections through a short online survey and helps teachers understand the social relationships in the classroom from the perspective of students. Middle School Program (6th-8th): Video-based lessons around a wide range of identities and experiences with discussion questions, journal prompts, and follow-up activities. Professional Development: AmazeWorks provides ongoing professional development, classroom observation, coaching and consulting for individuals and small groups, and additional training that will support educators in their Anti-Bias Education work.

Method of Evaluation:

A variety of measures are used; family feedback, accuracy of reports, staff training, and customer service.

[The remainder of this page intentionally left blank.]



SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

(Printed)

Title: Assistant to the Superintendent & Board

Date: _____

CONTRACTOR NAME

Signature: *Rebecca Slaby*

Name: Rebecca Slaby

(Printed)

Title: Contractor

Date: 5/7/24

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILITY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government.



representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be cause allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items



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available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Communications
Attn: Sharifa Urey
1250 W Broadway
Minneapolis, MN 55411
Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

Rebecca Slaby
Phone: 952.451.7552
Address: 1380 Energy Lane, Suite 210
Email: rebecca@amazeworks.org

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this

Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and

FY24 Reroofing at Las Estrellas Dual Language School

Contract Sum: \$654,081.00

Contractor: BL Dalsin Roofing

Project Name and Number

Las Estrellas Dual Language School
1201 University Avenue NE
Minneapolis, MN 55413
Minneapolis Public Schools Project Number 24MULTI003
OP# 24-24219

Description

Roof replacement to support future solar installation.

Contract Documents

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
AIA Document A201-2017
Exhibit B – Project Charter
Exhibit C – Insurance
Exhibit D – Project Schedule



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the twenty third day of April in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

and the Contractor:
(Name, legal status, address and other information)

BL Dalsin Roofing
9201 52nd Avenue North
Minneapolis, MN 55428

for the following Project:
(Name, location and detailed description)

FY24 Reroofing at Las Estrellas Dual Language School
1201 University Avenue NE
Minneapolis, MN 55413

The Architect:
(Name, legal status, address and other information)

Inspec, Inc.
5801 Duluth Street
Minneapolis, MN 55422

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 The Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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User Notes:

(3B9ADA45)

Not later than () calendar days from the date of commencement of the Work.

By the following date: Defined in EXH-D Project Schedule

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates as defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

(Table Deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract as defined in EXH-B Project Charter, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum are defined in EXH-B Project Charter.

(Table Deleted)

§ 4.2.2 Subject to the conditions noted in EXH-B Project Charter, alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

(Table Deleted)

§ 4.3 Allowances, if any, included in the Contract Sum are defined in EXH-B Project Charter.

(Paragraph Deleted)

(Table Deleted)

§ 4.4 Unit prices, if any are defined in EXH-B Project Charter.

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

Init.

Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated

damages for delay (but not as penalty), Contractor shall pay Owner \$1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the Owner.

(Paragraph Deleted)

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time specified in the Contract Documents, the contractor shall pay the Owner \$1,000.00 per day that expires after the time specified in the Contract Documents for Final Completion and readiness for Final Payment until the Work is completed.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 When an Application for Payment is received by the Architect, payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.

(Paragraph Deleted)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor on AIA G702 Application and Certificate for Payment in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

Init.

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User Notes:

(3B9ADA45)

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

5% (five percent)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

For major items installed into the Work, the Contractor may request full payment for the items to ensure prompt delivery and fabrication. Such items shall be recommended by the Architect and approved by the Owner as not requiring retainage. Prompt payment for the items shall be documented by the Contractor to the Owner in the subsequent payment application by submitting a full lien release for the items. Major items may include mechanical units with long lead times, structural systems with long lead times, critical path systems or items, etc. Major items will be discussed and defined by Owner, Architect, and Contractor.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as

determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

(Paragraph Deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site or otherwise stored offsite with adequate Owner approved insurance provided to the Owner.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

- .2 a final Certificate for Payment has been issued by the Architect.
.3 all lien waivers and IC134 forms have been delivered to the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Owner will pay the Contractor 0% interest for Payments not due made within forty five (45) days.
(Paragraph Deleted)

§ 5.4 Prompt Payment to Subcontractors

This Contract requires the Contractor and all Subcontractors and Sub-subcontractors (of any tier) to promptly pay any subcontractor or material supplier contract within ten (10) days of receipt of payment by Owner for undisputed services provided by the party requesting payment. The party responsible for payment (other than the Owner) shall pay interest of one and one half (1-1/2) percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.

§ 6.1.1 Mediation

Either the Owner or the Contractor may request mediation of any Claim submitted to the Architect for decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this contract. The request for mediation shall be made in writing to the American Arbitration Association and to the other party of this contract.

Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of the date of filing the request.

If the Claim is not resolved by mediation, the Architect's action shall become final and binding thirty (30) days after termination of the mediation proceedings. Within the time period, the Owner and Contractor may request Binding Dispute Resolution.

The Work must continue, at the Owner's discretion, in accordance with paragraph 15.1.4.1 of AIA Document A201-2017.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

Termination fee will be based on the percentage of work completed and any materials purchased or in production at the time of termination. Said fee and justification shall be provided to the Owner by the Contractor within ten (10) days of the notice of termination.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Diedra Geye
1250 West Broadway Avenue
Minneapolis, MN 55411

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Evan Gardner
9201 52nd Ave North
Minneapolis, MN 55428
egardner@bldalsinroofing.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

Owner prohibits Contractor from using the Work in any marketing material or business development practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs Deleted)

[EXH-B Project Charter](#)

| (Paragraph Deleted)

| EXH-C Owner Insurance
EXH-D Project Schedule

| (Paragraph Deleted)

| (Table Deleted)

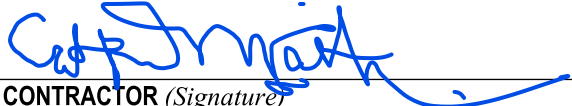
[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
.9	Other documents, if any, listed below: <i>(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)</i>		

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)
Catherine Smith, Vice President

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:07:39 CT on 04/26/2024.

PAGE 1

AGREEMENT made as of the twenty third day of April in the year 2024

...

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

BL Dalsin Roofing
9201 52nd Avenue North
Minneapolis, MN 55428

...

FY24 Reroofing at Las Estrellas Dual Language School
1201 University Avenue NE
Minneapolis, MN 55413

...

Inspec, Inc.
5801 Duluth Street
Minneapolis, MN 55422

PAGE 2

[] A date set forth in a notice to proceed issued by the Owner.

...

§ 3.3.1 ~~Subject to adjustments of the Contract Time as provided in the Contract Documents, the~~ The Contractor shall achieve Substantial Completion of the entire Work:

PAGE 3

[] By the following date: Defined in EXH-D Project Schedule

...

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following ~~dates~~; dates are defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

...

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the ~~Contract~~. ~~The Contract Sum shall be (\$—),~~ Contract as defined in EXH-B Project Charter, subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.1 Alternates, if any, included in the Contract ~~Sum~~; Sum are defined in EXH-B Project Charter.

...

Item	Price
-------------	--------------

...

§ 4.2.2 Subject to the conditions noted ~~below~~, the following in EXH-B Project Charter, alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

...

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

...

Item	Price	Conditions for Acceptance
-------------	--------------	----------------------------------

...

§ 4.3 Allowances, if any, included in the Contract ~~Sum~~; Sum are defined in EXH-B Project Charter.

...

(Identify each allowance.)

...

Item	Price
-------------	--------------

...

§ 4.4 Unit prices, if any: any are defined in EXH-B Project Charter.

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

...

Item

Units and Limitations

Price per Unit (\$0.00)

...

§ 4.5 Liquidated damages, if any: damages

PAGE 4

(Insert terms and conditions for liquidated damages, if any.) Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated

...

damages for delay (but not as penalty), Contractor shall pay Owner \$1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the

...

Owner.

...

§ 4.6 Other:

...

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.) After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time specified in the Contract Documents, the contractor shall pay the Owner \$1,000.00 per day that expires after the time specified in the Contract Documents for Final Completion and readiness for Final Payment until the Work is completed.

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.

...

~~§ 5.1.3 Provided that When~~ an Application for Payment is received by the Architect ~~not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above,~~ payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.

...

(Federal, state or local laws may require payment within a certain period of time.)

...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor on AIA G702 Application and Certificate for Payment in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

PAGE 5

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

...

5% (five percent)

...

For major items installed into the Work, the Contractor may request full payment for the items to ensure prompt delivery and fabrication. Such items shall be recommended by the Architect and approved by the Owner as not requiring retainage. Prompt payment for the items shall be documented by the Contractor to the Owner in the subsequent payment application by submitting a full lien release for the items. Major items may include mechanical units with long lead times, structural systems with long lead times, critical path systems or items, etc. Major items will be discussed and defined by Owner, Architect, and Contractor.

...

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.) Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as

...

~~§ 5.1.7.3~~ **§ 5.1.7.3** ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~ determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect

and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

...

(Insert any other conditions for release of retainage upon Substantial Completion.)

...

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site-site or otherwise stored offsite with adequate Owner approved insurance provided to the Owner.

PAGE 6

.3 all lien waivers and IC134 forms have been delivered to the Owner.

...

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than ~~30~~45 days after the issuance of the Architect’s final Certificate for ~~Payment, or as follows:~~

...

Payment.

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Owner will pay the Contractor 0% interest for Payments not due made within forty five (45) days.

...

(Insert rate)

...

§ 5.4 Prompt Payment to Subcontractors

...

This Contract requires the Contractor and all Subcontractors and Sub-subcontractors (of any tier) to promptly pay any subcontractor or material supplier contract within ten (10) days of receipt of interest agreed upon, if any.) payment by Owner for undisputed services provided by the party requesting payment. The party responsible for payment (other than the Owner) shall pay interest of one and one half (1-1/2) percent per month to the party

requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, ~~unless A201–2017.~~

...

§ 6.1.1 Mediation

...

the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. Either the Owner or the Contractor may request mediation of any Claim submitted to the Architect for decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this contract. The request for mediation shall be made in writing to the American Arbitration Association and to the other party of this contract.

...

Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of the date of filing the request.

...

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.) If the Claim is not resolved by mediation, the Architect's action shall become final and binding thirty (30) days after termination of the mediation proceedings. Within the time period, the Owner and Contractor may request Binding Dispute Resolution.

...

The Work must continue, at the Owner's discretion, in accordance with paragraph 15.1.4.1 of AIA Document A201-2017.

PAGE 7

Litigation in a court of competent jurisdiction

...

Termination fee will be based on the percentage of work completed and any materials purchased or in production at the time of termination. Said fee and justification shall be provided to the Owner by the Contractor within ten (10) days of the notice of termination.

...
Diedra Geye
1250 West Broadway Avenue
Minneapolis, MN 55411

...
Evan Gardner
9201 52nd Ave North
Minneapolis, MN 55428
egardner@bldalsinroofing.com

PAGE 8

Owner prohibits Contractor from using the Work in any marketing material or business development practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

...
January 31, 2020

...
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

...
[-] ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...
[EXH-B Project Charter](#)

PAGE 9

(Insert the date of the E204-2017 incorporated into this Agreement.)

...
[EXH-C Owner Insurance](#)

...
[EXH-D Project Schedule](#)

...

[] The Sustainability Plan:

...

Title

Date

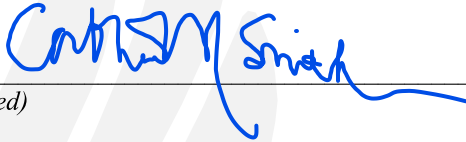
Pages



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:07:39 CT on 04/26/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Catherine Smith, Vice President

(Title)

5/1/24

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the twenty third day of April in the year 2024
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

FY24 Reroofing at Las Estrellas Dual Language School
1201 University Avenue NE
Minneapolis, MN 55413

THE OWNER:
(Name, legal status and address)

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

THE CONTRACTOR:
(Name, legal status and address)

BL Dalsin Roofing
9201 52nd Avenue North
Minneapolis, MN 55428

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ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER’S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits as defined is ECH-C Owner Insurance, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits as defined in EXH-C Owner Insurance .

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance

§ A.3.2.5 Workers' Compensation at statutory limits for Coverage A as defined in EXH-C Owner Insurance.

§ A.3.2.6 Employers' Liability Coverage B as defined in EXH-C Owner Insurance .

(Paragraph deleted)

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits as defined in EXH-C Owner Insurance .

(Paragraphs deleted)

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits as defined in EXH-C Owner Insurance.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

If Professional Liability Insurance is required as part of this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1 as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Full contract value
Performance Bond	Full contract value

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

None

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the twenty third day of April in the year 2024

...

FY24 Reroofing at Las Estrellas Dual Language School
1201 University Avenue NE
Minneapolis, MN 55413

...

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

BL Dalsin Roofing
9201 52nd Avenue North
Minneapolis, MN 55428

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~—(\$ —) each occurrence, —(\$ —) general aggregate, and —(\$ —) aggregate for products-completed operations hazard,~~ as defined is ECH-C Owner Insurance, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ~~—(\$ —) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage,~~ as defined in EXH-C Owner Insurance.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance

§ A.3.2.5 Workers' Compensation at statutory ~~limits,~~ limits for Coverage A as defined in EXH-C Owner Insurance.

~~§ A.3.2.6~~ Employers' Liability with policy limits not less than ~~(\$)~~ each accident, ~~(\$)~~ each employee, and ~~(\$)~~ policy limit. Coverage B as defined in EXH-C Owner Insurance .

~~§ A.3.2.7~~ Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

~~§ A.3.2.8~~ If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate. as defined in EXH-C Owner Insurance .

~~§ A.3.2.9~~ If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate.

~~§ A.3.2.10~~ Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate.

~~§ A.3.2.11~~ Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate.

~~§ A.3.2.12~~ Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate. as defined in EXH-C Owner Insurance.

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If Professional Liability Insurance is required as part of this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

~~§ A.3.3.2~~ The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.) A.3.3.1 as defined in EXH-C Owner Insurance.

~~§ A.3.3.2.1~~ Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

~~§ A.3.3.2.2~~ Railroad Protective Liability Insurance, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

...

Payment Bond
Performance Bond

Full contract value

Full contract value

...

None



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

FY24 Reroofing at Las Estrellas Dual Language School
1201 University Avenue NE
Minneapolis, MN 55413

THE OWNER:

(Name, legal status and address)

Minneapolis Public Schools Special School District 1
1250 West Broadway Avenue
Minneapolis, MN 55411

THE ARCHITECT:

(Name, legal status and address)

Inspec, Inc.
5801 Duluth Street
Minneapolis, MN 55422

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

(942764148)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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Init.

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(942764148)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



Additions and Deletions Report for **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:08:46 CT on 04/26/2024.

PAGE 1

FY24 Reroofing at Las Estrellas Dual Language School
1201 University Avenue NE
Minneapolis, MN 55413

...

Minneapolis Public Schools Special School District 1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Inspec, Inc.
5801 Duluth Street
Minneapolis, MN 55422

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:08:46 CT on 04/26/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Catherine Smith, Vice President
(Title)

5/1/24
(Dated)

Exhibit B – Project Charter

Project Name and Number

MPS Project Number: 24MULTI003
Las Estrellas Dual Language School
1201 University Avenue NE
Minneapolis, MN 55413
OP# 24-24219

Description

Roof replacement to support future solar installation.

Contract Sum

The Contract Sum shall be \$654,081.00

Alternates

Item	Price	Status
N/A		

Conditions

Item	Price	Conditions for Acceptance
N/A		

Allowances

Item	Price
N/A	

Unit Prices

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:

The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

- a. Worker's Compensation and Employer's Liability Insurance

- i. Coverage A is statutory.
- ii. Coverage B
 - \$500,000 Each Accident
 - \$500,000 Each Employee
 - \$500,000 Policy Limit (Disease)

- b. Comprehensive General Liability Insurance *

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Per Occurrence	\$1,000,000
Medical Payments	\$10,000

* The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

- c. Automobile Insurance

Per Occurrence	\$1,000,000
PIP	Basic
Underinsured Motorist	\$1,000,000
Uninsured Motorist	\$1,000,000

- d. Professional Liability Insurance

- i. Per Claim \$2,000,000

- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:

Aggregate	\$4,000,000
-----------	-------------

e. Umbrella Liability Insurance

- i. Per Occurrence \$2,000,000
- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:

Aggregate	\$2,000,000
-----------	-------------

f. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are \$1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT’S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner’s lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner’s lender(s) do procure or maintain such insurance, the Owner or the Owner’s lender(s) shall have, in addition to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

- a. Professional Liability Coverage of \$2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below \$2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."
- b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.
- c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE

The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

- a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

- b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR’S INSURANCE – to be used with AIA A101-2017

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

- | | |
|---|-------------|
| i. General Aggregate | \$1,500,000 |
| ii. Products/Completed Operations Aggregate | \$1,500,000 |
| iii. Per Occurrence | \$1,500,000 |

The Owner shall be named as additional insured for Commercial General Liability Insurance

b. Automobile Insurance

- | | |
|----------------------------|-------------|
| i. Per Occurrence | \$1,000,000 |
| ii. PIP | Basic |
| iii. Underinsured Motorist | \$1,000,000 |
| iv. Uninsured Motorist | \$1,000,000 |

c. Workers Compensation

- i. Coverage A is statutory.
- ii. Coverage B \$500,000 Each Accident
- iii. \$500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

i. Per Claim \$2,000,000

For Projects with an estimated construction cost of over \$10,000,000 or major structural work, additional Aggregate coverage of \$4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

f. Property Insurance

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders "all risk" Insurance

i. Per Claim \$2,000,000

ii. Aggregate \$4,000,000

This insurance is only required for additions exceeding \$10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

i. Aggregate limit \$5,000,000

This insurance is required only for projects larger than \$10,000,000 in total construction costs.

Exhibit D – Project Schedule

Project Name and Number

MPS Project Number: 24MULTI003
Las Estrellas Dual Language School
1201 University Avenue NE
Minneapolis, MN 55413
OP# 24-24219

Description

Roof replacement to support future solar installation.

Schedule

Last Day of School: June 14, 2024

Last Day for Staff: June 17, 2024

Juneteenth Holiday: June 19, 2024 (All MPS Buildings Closed)

Construction Commences: June 20, 2024

Final Cleaned: August 16, 2024

Substantial Completion: August 16, 2024

MPS Staff back in Building: August 19, 2024

Final Completion: August 30, 2024

First day of School: September 3, 2024

Close-out Documents no later than 45 days past date of Substantial Completion

Substantial Completion

The Work will be substantially complete on or before August 16, 2024.



MINNEAPOLIS PUBLIC SCHOOLS

**AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE
OF GOODS, SUPPLIES AND MATERIALS**

PROJECT:

This Agreement (the “Agreement”) is made this fourteenth day of May, 2024 (the “Effective Date”) by and between Special School District No. 1, a Minnesota public school corporation (the “School District”), and Central Roofing Company (the “Contractor”).

RECITALS:

A. The School District owns and operates school buildings, administrative offices, and related sites and facilities that are generally located throughout the City of Minneapolis, Minnesota (collectively, the “Sites and Facilities”).

B. The Sites and Facilities require maintenance, repair, and updating from time-to-time, necessitating the provision of services by a third-party contractor.

C. The School District also must periodically engage a third-party contractor to facilitate the purchase of equipment, materials and supplies to support its school operations.

D. The School District desires to retain a contractor to perform the services described below (the “Project”) in accordance with and subject to the terms and conditions in this Agreement.

E. The Contractor has examined the location of all proposed work if applicable, carefully reviewed and evaluated the specifications set forth by the School District for the Project, is familiar with all conditions relevant to the performance of the services and is committed to perform all work required for the price specified in this Agreement.

In consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **General Terms and Conditions.** Reference is hereby made to the General Terms and Conditions of this Agreement attached hereto as **Exhibit A** and made a part hereof (the

“General Terms and Conditions”). The General Terms and Conditions are incorporated herein by reference as if set forth in full herein. Without limiting the generality of the foregoing, (a) all capitalized terms used in this Agreement without definition shall have the meanings ascribed to them in the General Terms and Conditions and (b) all capitalized terms used in the General Terms and Conditions without definition shall have the meanings ascribed to them in this Agreement.

2 Project Information.

(a) **Scope of Work.** The Project generally consists of roofing at Henry High School. A detailed Scope of Work is set forth in **Exhibit B**, attached hereto and made a part hereof. Where applicable, drawings, specifications, lists of equipment, supplies, materials, and/or other existing documents describing or connected to the Project are listed or described on **Exhibit B**.

(b) **Time of Performance.** The Project shall be commenced on the Effective Date and completed in accordance with the schedule set forth in the Scope of Work, **Exhibit B** hereto (the “Work Schedule”). Time is of the essence in the performance of services under this Agreement.

(c) **Compensation.** The School District shall pay the Contractor for the services in accordance with this Agreement and the Schedule of Rates/Payments attached hereto as **Exhibit C** (the “Payment Schedule”) and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without the prior written approval of the School District. The Contractor's total compensation for services performed in accordance with this Agreement, including all reimbursable items, shall not exceed \$556,635.00 (the “Contract Sum”).

3. **Notices.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) To the Contractor: Central Roofing Company
4550 Main Street NE
Minneapolis, MN 55421
Attn: Jordan Carr

(b) To the School District: Minneapolis Public Schools
1250 W. Broadway Avenue
Minneapolis, MN 55411-2533
Attn: Diedra Geye

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

4 Authorized Representatives.

(a) The School District's authorized representatives with respect to this Agreement is Diedra Geye; 612-413-5799, diedra.geye@mpls.k12.mn.us.

(b) The Contractor's authorized representatives with respect to this Agreement is Jordan Carr; 612-968-0873, jcarr@centralroofing.com.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated next to the name of the party who signs below.

SPECIAL SCHOOL DISTRICT NO. 1

Dated: _____, 20__

By: _____
Board Chair

Clerk

CONTRACTOR

Dated: 4/18/2024, 20__

By:  _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "General Terms and Conditions") form a part of that certain AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIAL.

1. **Definitions.** The terms defined in this Section shall have the following meanings for purposes of these General Terms and Conditions when initially capitalized herein:

(a) **"Agreement"** means that certain AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIAL.

(b) **"Contract Documents"** means, collectively, (i) the Agreement, (ii) these General Terms and Conditions, (iii) all Exhibits listed or described in the Agreement and (iv) all drawings, specifications, addenda and modifications describing the Work which are issued after the date hereof.

(c) **"Work"** means all labor, materials, equipment, supplies, and/or services required to complete the Project described in the Contract Documents.

2. **Contract Sum.** The School District agrees to pay the Contractor for the full and faithful performance of the Work and related costs a stipulated amount equal to the Contract Sum set forth in the Agreement. The Contract Sum shall be subject to additions and deductions for changes in the Work, and the School District may deduct from the Contract Sum the value of any Work done which, in the good faith opinion of the School District, is not in compliance with the Contract Documents. The Contract Sum shall be payable to the Contractor in accordance with the Payment Schedule, subject to the provisions of these General Terms and Conditions.

3. **Work Schedule.** Contractor shall perform all of the Work in accordance with the Work Schedule. Time is of the essence in completing the Project. The Contractor agrees to notify the School District in writing of any and all causes of delay of the Work, or any part thereof, within 24 hours after such cause of delay shall arise, and in case of the failure of the Contractor to perform this Agreement and complete the Work at the time specified in the Contract Documents, the School District may immediately, or at any time thereafter, proceed to complete the Work at the cost and expense of the Contractor. Upon receipt of written notice from the Contractor of the existence of causes over which the Contractor has no control and which must delay the completion of the work, the School District may at its discretion, extend the date specified for the completion of the Work.

4. **Standards of Performance.** The Contractor agrees that all the work and labor shall be done in the best and most diligent manner and that all materials and labor shall be in entire and strict conformity in every respect with the Contract Documents and shall be subject to the inspection and approval by the proper authorities of the School District for the supervision of the

Work, and in case any of said material or labor shall be rejected by the School District as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done anew to the satisfaction and approval of the School District at the cost and expense of the Contractor. The Contractor agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require during the performance of this Agreement. The Contractor further agrees to make good, replace, and renew at the Contractor's own cost and expense any loss or damage to the Work and Project occurring prior to the final delivery to and acceptance thereof by the School District, by reason of fire, tornado, theft, or any cause whatsoever, and to be wholly responsible for the construction, completion and delivery of the Work and Project in its entirety for the final acceptance by the School District; and any payment or payments made to the Contractor hereunder, shall not be construed as operating to relieve the Contractor from responsibility for the Work and Project as herein provided and agreed. It is agreed and understood by the parties hereto that the use of the Work and Project at any time by the School District for any purposes shall not be construed to be or operate as an acceptance by the School District of the work to be done by the Contractor under this Agreement.

5. ***Change Orders; Limitations.*** No claim for extra work done or additional materials, equipment, or supplies furnished by the Contractor will be made by the Contractor or allowed by the School District, nor shall the Contractor do any work or furnish any materials, equipment or supplies not covered by the Scope of Work, unless such work or materials, equipment or supplies is ordered in writing by the School District. Any such work or materials, equipment or supplies which may be done or furnished by the Contractor without such written order first being given, shall be at the Contractor's own risk and expense. When any extra work or materials, equipment or supplies is ordered by the School District to be done or furnished, the Contractor shall furnish such materials and do such work for the price mutually agreed to by the Contractor and the School District, and when any alteration of the Scope of Work is ordered by the School District, the Contractor agrees to perform the work as altered and if such alteration shall reduce the cost of doing such work, the actual amount of such reduction in cost shall be deducted from the Contract Sum.

6. ***Labor, Materials, Equipment, Etc.*** The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation and other facilities and/or services necessary for the proper execution of the Work. All costs and expenses for such items shall be included in the Contract Sum. This project is subject to the provisions of the project labor agreement (PLA) between Minneapolis Public Schools and Minneapolis Building and Construction Trades Council. The contractor and any subcontractors shall comply with all the provisions of the PLA attached in **Exhibit C**.

7. ***Permits, Fees and Compliance with Law.*** The Contractor shall secure all permits, licenses and inspections necessary for the execution and completion of the Work as part of the Contract Sum. All permit, license and inspection fees shall be included in the Contract Sum. The Contractor shall comply with the terms of all such permits and licenses and with all federal, state and municipal laws, statutes, ordinances, building codes, rules and regulations applicable to the Work.

8. ***Taxes.*** The Contractor shall pay sales, consumer, use and other similar taxes, except to the extent that such taxes are not payable due to the status of the School District as a tax-

exempt entity. The Contractor shall not charge the School District for state sales taxes, uses taxes, and other taxes that are not payable due to the status of the School District as a tax-exempt entity, and the Contract Sum shall be reduced to the extent that amounts for such taxes were included in the determination thereof.

9. ***Subcontractors; Third Party Claims.*** The Contractor further agrees to pay all laborers employed, and all subcontractors furnishing material to the Contractor in and about the performance of this Agreement, and for all labor and material by them so performed and furnished, but in case the Contractor shall fail so to pay and to satisfy every and all claims and demands for labor and materials as aforesaid, the School District may apply the monies due and coming to the Contractor under this Agreement toward paying and satisfying such claims and demands, and the School District is herewith given the right to apply monies due and coming to the Contractor hereunder towards paying any indebtedness or claim heretofore accrued or which may hereafter come due to the School District from the Contractor on any account whatsoever, and the amount of such payments shall be charged against the balance due the Contractor hereunder; provided that nothing herein contained nor any variation from the amounts of the installments or from the manner and times of their payment shall be construed as impairing the right of the School District or of those to whose benefit the bond herein agreed upon shall insure, to hold the Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the School District any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the Contractor hereunder. Contractor shall comply with the requirements of Minn. Stat. §471.425, subd. 4a., Prompt Payment to Subcontractors, which is incorporated herein by reference.

10. ***Bonds.*** If required by the Contract Documents, prior to performing any work under this Agreement, the Contractor shall provide the School District with the following bonds covering the Project: (a) a performance bond for the benefit of the School District, ensuring that Contractor will construct and maintain the Project in accordance with the Contract Documents, and saving and holding the School District harmless from all costs and charges which may accrue on account of completing the Project; and (b) a payment bond for the use and benefit of all persons furnishing labor or materials for the Project and making just claims for payment for such labor or materials.

11. ***Background Checks.*** The Contractor shall obtain a background check pursuant to applicable federal and state law and School District policy, including the Minnesota Child Protection Background Check Act, for each employee, volunteer or agent assigned to the Project. If Contractor receives a report that an employee, volunteer or agent so assigned has ever been convicted of a serious offense, or a background check crime, as defined at Minn. Stat. § 299C.61, it shall take immediate steps to notify the School District of the report and remove such employee, volunteer or agent from his/her assignment.

12. ***Equal Opportunity.*** The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this Agreement or any subcontract hereunder, no contractor, material supplier, or vendor, shall, by reason of race, creed, color, sex or national origin, discriminate against any person or persons who are citizens of the United States and who are qualified and available to perform the work to which such employment relates; that neither he nor any subcontractor, material supplier, or vendor, shall in any manner discriminate against, or intimidate, or prevent the employment of any such person or persons from the performance of

work under this Agreement or any subcontract hereunder on account of race, creed, color, sex or national origin; that any violation of this Section shall be a misdemeanor; and that this Agreement may be canceled or terminated by the School District and all money due, or to become due hereunder, may be forfeited, for a second or any subsequent violation of the terms or conditions of this Agreement.

13. **Independent Contractor.** All work provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the School District for any purpose. Any and all officers, employees, subcontractors, agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement shall not be considered employees of the School District. Any and all actions which arise as a consequence of any act or omission by the Contractor, its officers, employees, subcontractors, agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the School District. The Contractor, and its officers, employees, subcontractors, and agents, shall not be entitled to any of the rights, privileges, or benefits of the School District's employees. This Agreement does not establish a joint powers agreement or joint partnership between the School District and the Contractor.

14. **Indemnification.** The Contractor hereby agrees to protect, defend and hold the School District and its officers, elected and appointed officials, employees, administrators, agents, and representatives harmless from and indemnified against any and all loss, costs, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the activities contemplated by this Agreement, (ii) including, without limitation, any claims for any lien imposed by law for services, labor or materials, or (iii) by reason of the execution of this Agreement or the performance of this Agreement. The Contractor, and the Contractor's successors or assigns, agree to protect, defend and save the School District, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees. This indemnity shall be continuing and shall survive the performance or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the School District of any immunities, defenses, or other limitations on liability to which the School District is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466, or otherwise.

15. **Insurance.** Prior to performing any work under this Agreement, the Contractor shall purchase and maintain such insurance in the amounts specified in **Exhibit C** as will protect the Contractor from claims which may arise out of, or result from, the Contractor's performance under this Agreement, whether such performance is by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Certificates of Insurance shall name the School District as an additional insured. The insurance shall not be canceled by the Contractor until all of the work required by this Agreement has been completed, accepted, and final payment made by the School District. Written notification of the School District by the Contractor shall be required thirty (30) calendar days prior to

cancellation, expiration, or change of insurance. All policies shall be written on an occurrence basis using ISO Form CG 00 01 or its equivalent.

The Contractor shall not commence work on the Project until the Contractor has obtained the required insurance and filed an acceptable Certificate(s) of Insurance with the School District. Copies of insurance policies shall be submitted to School District upon request.

16. **Termination.** The School District shall have the right to terminate the Agreement with or without cause by and upon delivering written notice to the Contractor. In the event of such termination by the School District for convenience, the School District shall promptly pay the Contractor any compensation owed for Work completed in compliance with the requirements of the Contract Documents through and including the date of termination, and upon payment of such compensation, the School District shall have no further obligations or liabilities to the Contractor. In the event of such termination by the School District for cause (including, without limitation, if the Contractor defaults, fails to comply with the Contract Documents, provides defective or non-conforming Work, becomes insolvent or becomes the subject of bankruptcy proceedings), the School District shall not be liable to the Contractor for any amounts, but the Contractor shall be liable to the School District for all losses, damages and expenses resulting from such default. The School District may withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the School District is determined. If a determination is made that the School District improperly terminated the Agreement "for cause," then such termination shall be deemed to have been a "without cause" termination for convenience.

17. **Limitation on Liability.** In no event shall the School District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Agreement. The School District's maximum liability under the Agreement shall not exceed the Contract Sum.

18. **Additional Requirements for Purchases of Equipment, Goods and Supplies.**

(a) **Inspection and Testing.** For a period of up to ten (10) business days following delivery, the School District shall have the right to inspect and/or test any equipment, goods and supplies (collectively, the "Goods") purchased by the School District. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in the Contract Documents, then without prejudice to any other rights or remedies, the School District may reject the Goods.

(b) **Warranty.** Contractor warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material and workmanship for the time period specified by a manufacturer's warranty or as agreed to by the Contractor and the School District. Contractor further warrants that the Goods will meet the performance requirements and specifications set forth in the Contract Documents and shall be fit for the purpose intended. Contractor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Contractor agrees to indemnify, defend and hold the School District harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the

foregoing warranties.

(c) **Title and Risk of Loss.** Title to the Goods shall remain with the Contractor until the School District accepts delivery of the Goods. The risk of loss will be on the Contractor until such time as the School District accepts delivery of the Goods. Contractor will be liable for any loss or damage to the Goods caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Goods at its own cost to the complete satisfaction of the School District.

19. **Amendments; Binding Agreement; Assignment.** Any amendment to this Agreement must be in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties. No assignment or attempted assignment of this Agreement or of any rights hereunder shall be effective without the prior written consent of the School District.

20. **Authority.** Each of the undersigned parties warrants it has the full authority to execute and delivery this Agreement.

21. **Authorized Representatives.** Any consent, approval, authorization or other action required or permitted to be given or taken under the Contract Documents by the School District or the Contractor, as the case may be, shall be given or taken by one or more of the Authorized Representatives of each, except as provided by applicable law or School District policy.

22. **Applicable Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the Hennepin County District Court or United States District Court of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

23. **Compliance with Laws.** The Contractor warrants that all work performed pursuant to this Agreement shall be in compliance with all federal, state and local laws, ordinances, regulations, rules, and standards, as well as all requirements set forth in the Contract Documents, or any further requirements of the School District. The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances and legal requirements pertaining to the Project. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this Agreement may be subject to the prevailing wages as established by the Minnesota Department of Labor and Industry.

24. **Warranty.** The Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of two (2) year(s) from the date of completion of the Work. Nothing in this Section shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

25. **Entire Agreement.** The Contract Documents and any addenda or amendments thereto signed by the parties shall constitute the entire Agreement between the School District and Contractor, and supersedes any other written or oral agreements between and School District and Contractor.

26. **Severability.** In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions in any application thereof shall not in any way be affected or impaired thereby.

27. **No Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.

28. **Data Practices.** Any and all data created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the Contractor must comply with these requirements as if it were a government entity. This Section does not create a duty on the part of the Contractor to provide access to public data to the public if the public data are available from the School District, except as required by the terms of this Agreement. The Contractor will report immediately to the School District any requests from third parties for information related to the Agreement.

29. **Audit.** The Contractor must allow the School District, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all work provided under this Agreement for a minimum of six years from the termination of this Agreement.

30. **No Third-Party Beneficiary.** The Contractor acknowledges that nothing contained in this Agreement nor any act by the School District or the Contractor shall be deemed or construed by the Contractor or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the School District and the Contractor.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

EXHIBIT B

SCOPE OF WORK AND SCHEDULE OF PERFORMANCE



RFQ#24-0329RF - Roofing Replacement Henry High School

29 March 2024

Overview:

Minneapolis Public Schools (MPS) is seeking quotes to **replace an existing built-up and possibly EPDM roof at Henry High School**. The vendor is responsible to comply with applicable code, specification, labor, material, incidentals, protection and clean-up. Due to project scope, this project will require applicable bonds and insurance.

Scope:

- Remove, replace and clean-up approximately **160 SQ of roofing area at the Henry High School located at 4320 N. Newton Ave., Minneapolis MN, 55412.**
- The vendor is must attend the pre-bid meeting and conduct a site visit to verify existing conditions, labor, materials, staging and incidentals required for the roofing replacement.
- The project must be implemented assuming the facility is fully-occupied. Efforts to adhere to schedule and mitigate disruptions are imperative.

Schedule:

- 2 April 2024, Pre-bid meeting and walkthrough
- Estimated Start Date to be proposed at earliest opportunity.
- Substantial Completion within 10 business days of mobilization date or earlier.
- Final Inspection and Completion date no greater than 15 days from mobilization date (weather permitting)

Proposal:

- The quote lump-sum price is to be based on the roofing section/area and/or roofing dimensions described here-in; approximately 655SQ, possibly up to 100SQ.
- This quote is to include all labor, material, equipment and incidentals necessary for the removal, replacement and clean-up of the roof area(s) noted on the attached drawing(s).
- Provide SF unit price for additional roofing replacement as determined by MPS QA/QC.
- Proposal is due on or before 12 April 2024

Process

- Submit proposal to Clay.Larson@mpls.k12.mn.us. The vendor agrees to promptly and professionally execute the project in accordance with all codes, specification and guidelines as noted. The proposal/quote is due on or before 12 April 2024. The project will be awarded on the overall lowest reasonable bid and schedule. MPS reserves the right to reject any and all proposals.

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April 12, 2024

Minneapolis Public Schools

RE: Reroofing at Patrick Henry High School Sections A & B

4320 N Newton Avenue
Minneapolis, MN 55412

ATTN: Clay Larson



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The undersigned proposes to furnish all labor, materials, and equipment as noted below:

SPECIFICATIONS FOR ROOF SECTION A & B ONLY:

Exclusions

- Disconnections, reconnections, and modifications of all plumbing, electrical, gas and mechanical items.
- Interior cleaning/ protection
- Roof deck cutting and patching (see unit price below for section A deck patching)
- Planter moving in the staging area.

General Conditions

1. Set up at site. Protect building from debris and secure work area.
2. Secure required building permits.
3. Secure a required staging area to store material and equipment while roofing work is in progress.
4. Provide a temporary toilet facility for roofing and sheet metal crews.

Landscaping Repair

5. After the project is completed, if there is damage to the staging area grass area highlighted on page 1, regrade the area and apply grass seed.

Demolition

6. Remove the existing roof aggregate to be disposed.
7. Remove the existing built-up membrane and existing insulation to be disposed.
8. Haul away all roofing debris and clean site as necessary.
9. Remove all copings, flashings, scuppers, and downspouts from the roof area excluding the reglet and sleeper cap flashings.

Insulation Section A

10. Install two layers of 2.5" polyisocyanurate insulation over the roof deck staggering each layer.
11. Install ½" per foot tapered polyisocyanurate insulation crickets in between the drain location to improve drainage.

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12. Fasten down the two base layers and ½" per foot tapered crickets using all-purpose fasteners and insulation plates.
13. Install one layer of ½" HD cover board over the entire surface area of the roof.
14. Adhere the ½" HD cover board to the base layers using type III asphalt.

Insulation Section B

15. Install two layers of 1.5" polyisocyanurate insulation over the roof deck staggering each layer.
16. Install 1/8" per foot tapered polyisocyanurate insulation over the two base layers sloping to the two roof drain locations.
17. Install 1/2" per foot tapered polyisocyanurate insulation crickets in between the two roof drain locations to improve drainage.
18. Install one layer of ½" HD cover board over the entire surface area of the roof.
19. Adhere all insulation using type III asphalt.

Roofing

20. Install a 4-ply built up membrane using type IV felt, and type III asphalt.
21. Install new built-up flashings at all applicable locations.
22. Install all other detail patching to meet manufactures requirements.
23. Install a flood coat of type III asphalt and type 7 gravel over the entire surface area of the roof.

Sheet Metal

24. Fabricate and install new 24-gauge prefinished galvanized cant edge, and counter flashing metal to all applicable locations.
25. Fabricate and install new 20-gauge galvanized iron keeper strip at roof perimeter detail.
26. Fabricate and install new 24-gauge prefinished galvanized overflow scuppers to all existing locations.
27. All prefinished galvanized iron to be 24 gauge and shall be chosen from a manufacturer's standard color chart.

Warranty

28. Furnish a manufacturer's 20-year warranty.
29. Furnish a standard Central Roofing Company two-year contractors' warranty.
30. We carry worker's compensation, property damage and public liability insurance.



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Unit Prices

31. In addition to the above, repair or replace unsuitable structural deck on section A only, at the unit price of \$21.00 per square foot.

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Contract Price

- All above work can be completed for a sum of: \$556,635.00

Acceptance

By signing this Contract, the Purchaser accepts all of its terms and conditions:

1. PAYMENT TERMS. Payment of the Contract Price, shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. If any invoice remains unpaid to the 20th day following receipt by Customer, Customer agrees to pay Contractor interest at the rate of ten percent (10%) per annum from the due date until paid.

2. TAXES. Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices.

3. SECURITY FOR PAYMENT. Customer understands that if Contractor is not paid it can assert a lien against the property. Contractor will issue waivers of its lien rights only to the extent it receives payment.


4. RIDER. Understands and agrees to all items and clarifications within RIDER #1(Attachment)

The offer of this Contract shall expire automatically unless Customer delivers a properly authorized and signed copy to Central Roofing Company before the 30th day after the date shown above. No modification by Customer shall become a part of this Contract unless specifically agreed to in writing by Central Roofing Company.

Date Accepted: _____

By: _____

Title: _____

By:  _____

Jordan A. Carr
Title: Salesman/Project Manager



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RIDER #1

ASBESTOS/HAZARDOUS SUBSTANCE

The owner warrants that there are no asbestos containing materials present in or on the building that could be affected in the performance of this work under contract. Contractor's scope of work shall not include the identification, detection, abatement, encapsulation, removal and/or disposal of asbestos or other hazardous substances. If contractor encounters or disturbs in any way any such products or materials in the course of performing its work, or if such hazardous materials are encountered by any other firm performing work at the job site and contractor determines that such materials present a hazard to its employees, contractor shall have the right to discontinue its work and remove its employees from the job site until such products or material, and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and contractor shall receive an extension of time to complete its work hereunder and compensation for delays or other additional costs encountered as a result of such situation or correction. *(This is required by our insurance company).*

MECHANICAL AND OTHER ROOFTOP EQUIPMENT

If, in order for Central Roofing Company (CRC) to perform its work under this contract, it becomes necessary to disconnect, remove, relocate or otherwise deal with any mechanical or other equipment located on the deck or other surface on which CRC's work is to be performed, Owner to Owner's agent shall provide for the disconnection, removal, relocation, or other appropriate action with respect to such mechanical or other equipment and further, shall provide for the reconnection, replacement or relocation of such mechanical or other equipment following completion of CRC's work. CRC shall have no responsibility with respect to any such rooftop equipment.

MOLD

Moisture that has entered into the building prior to our installation or repair of the roofing system may result in mold growth. We disclaim any and all responsibility for damages to persons or property arising from or relating to the presence of mold in the building. By executing the contract to which this Notice is affixed, Owner 1) releases us from any and all claims Owner and Owner's a) family members, b) employees, c) tenants or d) any other building occupants may have as a result of such mold growth and 2) agrees to hold us harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Owner's building.

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UNA-CLAD™ METAL

COLOR SELECTION

Stone White	Bone White	Almond	Sandstone	Sierra Tan
Slate Gray	Aged Zinc*	Cityscape	Charcoal Gray	Matte Black
Mansard Brown	Burnished Slate*	Medium Bronze	Dark Bronze	Extra Dark Bronze
Brandywine	Regal Red	Colonial Red	Terra Cotta	Hartford Green
Award Blue*	Regal Blue	Sky Blue	Electric Blue*	Teal
Sherwood Green	Dark Ivy	Patina Green	Hemlock Green	Tropical Patina

Colors shown are as close to actual painted steel as allowed by the printing process. Contact your local Sales Rep for actual metal samples. SRI numbers available by request.

* = Denotes premium color. @ = 20-year finish warranty

Item #1185R2

Firestone
firestonebpco.com

EXHIBIT C

SCHEDULE OF RATES/PAYMENTS

The payment terms are as follows:

Use the current edition of AIA Document G702 and Continuation Sheets G703 as the form for Application for Payment.

Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold 5% as retainage, from the payment otherwise due.

Comply with State of Minnesota requirement regarding Certified Payroll Reports. It provides that a contract that is subject to the prevailing wage law must provide that the contracting agency shall demand, and the contractor and subcontractor shall furnish to the contracting agency, copies of any and all payrolls not more than fourteen (14) days after the end of each pay period. Those payrolls must contain all the data required by the law.

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of project closeout requirements.
2. Completion of items specified for completion after substantial completion.
3. Assurance that unsettled claims will be settled.
4. Listing of items incomplete and reasons they are not complete and their estimated value.
5. Assurance that work not complete and accepted will be completed without undue delay.
6. Transmittal of required project construction records to Owner.
7. Proof that taxes, fees and similar obligations have been paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish and similar elements.
10. Complete and submit to Owner all IC-134 forms.

PROJECT LABOR AGREEMENT

2022-2027

PROJECT LABOR AGREEMENT

BETWEEN

**MINNEAPOLIS PUBLIC SCHOOLS
SPECIAL SCHOOL DISTRICT NO. 1**

AND

**MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL**

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ARTICLE I

PARTIES AND PURPOSE

This Agreement is entered into by and between Minneapolis Public Schools (Special School District No. 1), its successors or assigns ("Owner") and the Minneapolis Building and Construction Trades Council ("Council"), acting on its own behalf and on behalf of its respective affiliates ("Union" or "Unions"). Owner, Council, Council's affiliated Unions, and the Contractors are collectively referred to as the "Parties." This Agreement shall apply to the Owner's Projects as defined in Article II, Section 1 of this Agreement. This Agreement shall be effective on September 14, 2022 ("Effective Date").

The Parties acknowledge that construction projects on School District facilities and property are critical to the Owner and to its public constituency educated or otherwise benefitted by such projects, and that it is important to employ a qualified and reliable workforce to carry out projects in a safe, skilled, and timely manner. The Parties further acknowledge that Owner projects utilize the construction industry for workers performing under multiple labor contracts and employer associations. Consequently, conflicts in labor-management relations could cause delay or disruption of the efficient completion of a project unless full cooperation of all segments of the construction industry is assured. Therefore, it is essential to Owner to secure optimum productivity, to eliminate any delays in the work, and to maintain a spirit of harmony, labor management peace and stability on the project. This Agreement is intended to enhance this cooperative effort by establishing a framework for labor-management cooperation and stability and to avoid workplace tension when union and non-union employees work side-by-side.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II
DEFINITIONS

Section 1. "Project" means: a construction project in the Owner's Capital Bonding Program as approved by the Board of Education that meets either of the following two criteria:

:

- A. This Agreement shall apply to all Projects as defined above where the total estimated bid price for the Project Work exceeds \$250,000 in accordance with all lawful Owner contract procurement requirements.
- B. This Agreement may also apply to Projects as defined above where the total estimated bid price for the Work is less than \$250,000 if Owner, in its sole discretion, determines that use of the Agreement furthers the purposes stated in Article I, including securing a reliable supply of well-trained and skilled labor and performing Project work on-time and on-budget, and would be consistent with Owner's policies, including the Owner's Affirmative Action Plans and goals and payment of the legally required prevailing wage rates.

Section 2. "Project Contractor" means any Contractor that has been awarded a Project by the Board of Education and has entered into a direct contract with Owner for Project Work.

Section 3. "Contractor" shall include all Contractors and Subcontractors of whatever tier engaged in construction Work within the scope of this Agreement, including the Project Contractor when it performs construction Work within the scope of this Agreement. Where specific reference to Project Contractor alone is intended, the term "Project Contractor" is used.

Section 4. "Subcontractor" means any subcontractor of a Project Contractor that is engaged in construction Work within the scope of this Agreement.

Section 5. "Work" means work performed to carry out the Project that meets the recognized and accepted historical definition of construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

Section 6. "Owner's Representative" means the Owner's assigned representative who is responsible for the execution of the Project.

Section 7. "Jurisdictional Dispute" means a dispute between or among Unions regarding the work jurisdiction of the Unions relative to Owner requirements for Project Work.

ARTICLE III

SCOPE OF AGREEMENT

Section 1. This Agreement applies to all Work on each Project as defined in Article II, Section 1.

Section 2. The Project Contractor shall sign the Letter of Assent, Attachment A prior to commencing work on the Project and shall obtain a signed Letter of Assent, Attachment A from all Contractors and Subcontractors on the Project before they commence work on the Project. The Project Contractor shall ensure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruments calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles IX (Work Stoppages and Lockouts), X (Disputes and Grievances), and XI (Jurisdictional Disputes) of this Agreement, which shall apply to such work. It is understood that this is a self-contained, stand-alone Agreement and that by virtue of having become bound to this Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and their heirs, successors, and assigns, and shall not apply to their parents, affiliates, or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated the successful bidder.

Section 5. Nothing contained herein shall be construed to prohibit or restrict Owner or its employees from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by Owner, the Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by their contracts with Owner for the Project.

Section 6. The Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 7. The liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner and any Contractor(s).

Section 8. All Project Work shall be performed by employees of Contractors bound by the terms of this Agreement.

ARTICLE IV

UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. The hiring of employees shall be governed by the procedures set forth in the collective bargaining agreements referenced in Schedule A, except that Contractors not party to any Agreements referenced in Schedule A will be entitled to retain their core employees, defined as no more than 15% of the Contractor's construction craft workforce assigned to work on the Project, when commencing work on the Project. It is further agreed that there shall be no discrimination against any employee or applicant for employment because of membership or non-membership in a union or based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, or age, or any other basis protected by applicable law.

ARTICLE V

UNION REPRESENTATION

Section 1. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor and security and safety rules of the Project.

Section 2. Each signatory Union shall have the right to designate a working journey worker as a steward and shall notify the Project Contractor in writing of the identity of the designated steward prior to the assumption of their duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

ARTICLE VI

WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the applicable local collective bargaining agreements ("CBAs") referenced in attached Schedule A.

Section 2. The Contractors agree to pay contributions to the established employee fringe benefit funds in the amounts designated in the applicable CBAs referenced in Schedule A; provided, however, that the Contractors and the Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and paid by the Contractors on the Project. If any new bona fide, jointly trusteeed fringe benefit funds are established in any of the Schedule A CBAs during the life of this Agreement, the Contractors agree to pay the contributions required by the applicable CBA to the new fund.

The Contractors adopt and agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 3. Employees shall be paid no less than the prevailing rate of wages and benefits as defined in Minnesota Statutes section 177.42, subdivision 6. If the prevailing wage rate exceeds the total package of wages and benefits required under sections 1 and 2 of this Article, the difference shall be paid as wages to the employee.

Section 4. The CBA provisions that are specifically referenced in this Agreement, including but not limited to the wage and fringe benefit provisions, shall continue in full force and effect unless and until the Contractor and/or Union parties to said CBAs notify the Project Contractor in writing of any mutually agreed upon changes to those provisions and their effective date(s), which shall become the effective date(s) for purposes of applying said provisions under this Agreement.

ARTICLE VII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The work week and work day shall be determined as set forth in the applicable Schedule A collective bargaining agreement ("CBA").

Section 2. Overtime pay shall be established by reference to the applicable Schedule A CBA.

Section 3. It shall not be a violation of this Agreement if the Project Contractor considers it necessary to suspend all or portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4. Shift work will be performed in accordance with the currently existing Schedule A CBA.

Section 5. Recognized holidays on this Project shall be those in the Schedule A CBAs in existence for the appropriate Unions on the date of this Agreement. There shall be no change in the established holiday schedules and the days upon which those holidays are celebrated, except by mutual agreement.

ARTICLE VIII

MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE IX

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Council, a Union or by any employee, and there shall be no lockout by the Contractor. Failure of the Council, Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council nor any Union shall be liable for acts of employees for whom it has no responsibility. The Council's Business Manager will immediately instruct, order and use best efforts to cause the Union or Unions to cease any violations of this Article. By complying with this obligation the Building Trades Council shall not be liable for unauthorized acts of a Union. The principal officer or officers of a Union will immediately instruct, order and use the best efforts of his or her office to cause the employees that the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE X

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee(s) subject to the provisions of this Agreement believes they are aggrieved by a violation of this Agreement, they, through their local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager of the Council and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) arbitrators with offices in Minnesota from which the Arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended by written consent of the parties involved. The Arbitrator shall have the authority to make decisions only on issues presented within the scope of the Agreement, and shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

Section 5. In the event of a dispute between the Owner and the Council (or the Council on behalf of the Union(s)) over the interpretation or adherence to the terms of this Agreement, the Parties agree that the complaining Party shall submit the dispute in writing to the other Party. Within 30 days of such written submission, the Council's Business Manager and the Owner's Director of Facilities will attempt to resolve the complaint between or among the Parties. If the Council and Director cannot reach a resolution, then the Parties agree that such dispute will be submitted to a mutually agreed upon mediator. If the Parties agree on a private mediator, the fee and expenses of such mediator shall be borne equally by the Parties. If the Parties are unable to agree on a mediator, one shall be selected through the Minnesota Bureau of Mediation Services. Either Party may request mediation. Such mediation shall take place within 30 days of the request for mediation. If the Parties are unable to resolve the dispute through mediation, the Parties agree to pursue binding arbitration of the dispute pursuant to Step 3 of section 3 of this Article. Any such request for arbitration shall be served on the other Party no later than seven (7) days from the date of mediation.

ARTICLE XI

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Unions and Contractors, parties to this Agreement, shall be settled and adjusted according to the present Plan established by North America's Building Trades Unions ("NABTU") or any other plan or method of procedure that may be adopted in the future by NABTU. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate representative of the Council and Unions prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XII

SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE XIII

AFFIRMATIVE ACTION

Section 1. The Parties acknowledge the importance of Owner's Affirmative Action Policy ("AAP") and goals, which is attached hereto, in establishing goals to foster greater opportunity for local minority and women-owned Contractors and Subcontractors to bid for and carry out construction work for Owner and to establish goals to foster greater opportunity for minority and women craftworkers. The Contractor(s) and the Unions agree to work together to furnish skilled, efficient craftworkers for the projects while pursuing Owner's AAP and other goals stated herein.

Section 2. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of members of Black, Indigenous, People of Color (“BIPOC”) communities and women who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Building Strong Communities (“BSC”) program to serve as a resource for preparation for diverse applicants to seek admission into Union-sponsored apprenticeship programs, counseling and mentoring, support networks, and other services available from the BSC program.

Section 3. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIV

SAVINGS AND SEPARABILITY

It is not the intention of Project Contractor, Contractors, or the Unions to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Project Contractor and Unions agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties.

ARTICLE XV
DURATION OF THE AGREEMENT – OWNER RENEWAL OPTION

Section 1. This Agreement shall be in effect for a term of five (5) years after the Effective Date (“Term”). Owner has the right to extend this Agreement for an additional five (5) years if Owner gives written notice to Council at least ninety (90) days prior to August 29, 2027, which is the expiration date of this Agreement, stating that Owner agrees to renew the Agreement. The terms of the renewed Agreement must be mutually agreed upon in writing by the Parties. Any Project for which contracts have been awarded prior to the end of the Term shall be subject to this Agreement regardless of whether the Term expires without renewal of the Agreement during the life of the Project.

Section 2. In making the determination whether to renew this Agreement, Owner shall, among other Agreement goals and construction performance and quality measures, evaluate the progress shown by Project Contractors, Contractors, the Council, and Unions in fulfilling the goals of the AAP.

Section 3. Owner, Project Contractors, Council, and Unions will communicate regularly to facilitate meeting the AAP goals and furthering the other purposes of this Agreement. No later than two (2) years from the Effective Date, Owner, Project Contractors, Council, and Unions shall meet and formally evaluate progress in furthering Owner’s AAP and other Owner goals for the Agreement. Project Contractors, Council, and Unions shall also identify any Agreement performance issues for discussion and resolution with Owner. No later than four (4) years after the Effective Date, Owner, Project Contractors, Council, and Unions shall meet to formally evaluate progress in furthering Owner’s AAP and other Owner goals for the Agreement for purposes of Owner consideration of Agreement renewal, including discussion of potential amendments requested by either Party that may be contained in a renewed Agreement to effectuate Owner and Council goals. Promptly following each of the aforementioned meetings, Owner staff shall issue a report to Owner’s Board regarding evident progress on the goals for the Agreement and also remaining issues identified, specifically including, but not limited to the Owner’s Affirmative Action Plan and goals. Owner staff shall share its report with the other participating parties for comment at least 30 days prior to Owner staff submission of its report to the Board of Education.

ARTICLE XVI
SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year above written.

**FOR THE MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL**

By: 

Dan McConnell, Business Manager

Dated: 09/21/2022

**FOR MINNEAPOLIS PUBLIC SCHOOLS
SPECIAL SCHOOL DISTRICT NO. 1**

By: 

Kim Ellison, Chair

Dated: 9/21/22

SCHEDULE A

LOCAL COLLECTIVE BARGAINING AGREEMENTS

The applicable Local Collective Bargaining Agreements (“CBAs”) for the Building Trades Unions affiliated with the Council are available from the Unions directly or the Minneapolis Building and Construction Trades Council at dan@mplstrades.org or (612) 379-4234. Those CBA provisions that are specifically referenced in this Agreement are incorporated herein.

ATTACHMENT A

LETTER OF ASSENT

Central Roofing Comapny hereby agrees to accept and be bound by the terms and conditions of the Project Labor Agreement between MINNEAPOLIS PUBLIC SCHOOLS, SPECIAL SCHOOL DISTRICT NO. 1 and the MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, dated and effective 04/18/2024, for the Project listed below, with respect to all Project Work as those terms are defined in the Project Labor Agreement.

NAME OF PROJECT: #24-0329RF Roofing Replacement Henry High School

Central Roofing Company

Contractor Name

4550 Main Street NE

Address

Minneapolis, MN

City/State

By: 

Title: CFO/VP

Dated: 4/18/2024

End of Section

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:

The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Worker's Compensation and Employer's Liability Insurance

i. Coverage A is statutory.

ii. Coverage B

\$500,000 Each Accident

\$500,000 Each Employee

\$500,000 Policy Limit (Disease)

b. Comprehensive General Liability Insurance *

General Aggregate \$1,000,000

Products/Completed Operations Aggregate \$1,000,000

Per Occurrence \$1,000,000

Medical Payments \$10,000

* The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

c. Automobile Insurance

Per Occurrence \$1,000,000

PIP Basic

Underinsured Motorist \$1,000,000

Uninsured Motorist \$1,000,000

d. Professional Liability Insurance

i. Per Claim \$2,000,000

- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:
Aggregate \$4,000,000

e. Umbrella Liability Insurance

- i. Per Occurrence \$2,000,000

- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:
Aggregate \$2,000,000

f. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000

- ii. Aggregate \$1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are \$1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT'S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner's lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner's lender(s) do procure or maintain such insurance, the Owner or the Owner's lender(s) shall have, in addition to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

- a. Professional Liability Coverage of \$2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below \$2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."
- b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.
- c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE

The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

- a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

- b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR'S INSURANCE

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

i. General Aggregate	\$1,500,000
ii. Products/Completed Operations Aggregate	\$1,500,000
iii. Per Occurrence	\$1,500,000

The Owner shall be named as additional insured for Commercial General Liability Insurance

b. Automobile Insurance

i. Per Occurrence	\$1,000,000
ii. PIP	Basic
iii. Underinsured Motorist	\$1,000,000
iv. Uninsured Motorist	\$1,000,000

c. Workers Compensation

- i. Coverage A is statutory.
- ii. Coverage B \$500,000 Each Accident
- iii. \$500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

i. Per Claim \$2,000,000

For Projects with an estimated construction cost of over \$10,000,000 or major structural work, additional Aggregate coverage of \$4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

f. Property Insurance

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders "all risk" Insurance

i. Per Claim \$2,000,000

ii. Aggregate \$4,000,000

This insurance is only required for additions exceeding \$10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

i. Aggregate limit \$5,000,000

This insurance is required only for projects larger than \$10,000,000 in total construction costs.

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
FRONTIER TRANSPORTATION**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and **FRONTIER TRANSPORTATION** dated 7/1/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and **FRONTIER TRANSPORTATION** ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and **FRONTIER TRANSPORTATION** ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2027 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: MAS-13644 & AMD-13994

1. *Original contract amount: \$1,500,000*
2. *Accumulative contract amount: \$3,600,000*

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: 3.1. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$3,600,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Additional routes has caused the PO to be depleted, additional funds is needed to finish FY24 thru 6/30/2024.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

Updated January, 2020

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ibrahima Diop

Title: Senior Officer Finance & Operations

Date: _____

Frontier Transportation:

Signature:  _____

Name: Abdurahman Kadir

Title: Chief Financial Officer

Date: 04/26/2024

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
iFixYouri Corp.**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **iFixYouri Corp.** dated 5/14/2024 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **iFixYouri Corp.** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **iFixYouri Corp.** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001422

1. *Original contract amount:* \$500,000.00 (\$250,000.00 per year)
2. *Accumulative contract amount:* \$1,020,000.00 (additional \$70,000.00 for remainder of FY24)

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: Section 3.1 - District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$1,020,000.00 with \$350,000.00 to be spent in year 1 of the contract and \$670,000.00 in year 2. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Repair services for staff and student devices.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Justin Hennes

Title: Senior Information Officer

Date: _____

iFixYouri Corp.:

Signature:  _____

Name: Michelle Zausnig

Title: CFO

Date: May 7, 2024 _____



CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and **Innovative Office Solutions** “Contractor” (collectively “parties”) to provide **new classroom furniture** at **Lyndale Elementary School**.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on **April 17, 2024** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **December 31, 2024**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s **OWN RISK** and as a volunteer.

2 SCOPE OF WORK

- 2.1 Contractor shall perform all of the services/delivery of goods set forth herein and any exhibits attached hereto as **Exhibit A** (“Scope of Work”). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed **\$364,029.47**. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with

respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

10 DATA PRIVACY

10.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

10.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign Exhibit C ("Student Data Privacy"). "School-issued devices," as used herein, refers to hardware or software that is provided to an individual

student for that student's dedicated personal use, and includes devices issued through a one-to-one program.

11 USE OF DISTRICT NAME OR LOGO

11.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

12 INDEPENDENT CONTRACTOR

12.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

12.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

13 WORKER HEALTH, SAFETY AND TRAINING

13.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 14.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

15 INSURANCE

- 15.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 15.3 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

16 INDEMNIFICATION

- 16.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

17 LIMITATION ON LIABILITY

- 17.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

20 TERMINATION

20.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

20.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

20.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

21 RETURN OF DATA

21.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

23 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: **CPCM**

Attn: **Curt Hartog**

1250 W Broadway Ave.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

Page | 8

Minneapolis, MN 55411

Email: Curtis.hartog@mpls.k12.mn.us

CONTRACTOR

NAME: Reed Walhoff

Address: 151 Cliff Road East, Burnsville, MN 55337

Phone: 952-698-9219

Email: rwalhof@innovativeos.com

ACKNOWLEDGMENT

23.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

23.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

24 NON-WAIVER

24.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

25 ASSIGNMENT

25.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and

in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

26 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

26.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

27 WARRANTY

27.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

28 SEVERABILITY

28.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of

the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Ibrahima Diop**
(Printed)

Title: **Senior Officer of Finance and Operations**

Date: _____

CONTRACTOR NAME

Signature: Julie A. Owen

Name: **Julie A Owen**
(Printed)

Title: **Chief Operating Office**

Date: _____ 4/17/2024 _____

EXHIBIT A: SCOPE OF WORK

Deliverables:

New classroom furniture that is in acceptable condition.

Service Outcome:

Complete installation of ordered furniture to the specific classrooms that ordered it.

Method of Evaluation

On-site visual walk-through to inspect and examine the new furniture. Any items not in acceptable condition will be marked and noted. Vendor will provide replacement products in a reasonable time-frame.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[Click or tap here to enter text.](#)

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EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature

Name

Title

Date

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Johnson Litho Graphics**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Johnson Litho Graphics dated 8/1/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Johnson Litho Graphics (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Johnson Litho Graphics (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 8/1/2023 through 7/31/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001851

1. *Original contract amount:* \$85,500.00
2. *Accumulative contract amount:* \$168,150.00

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: 3.1. The consideration for all services (and goods, if any) performed or supplied by the Contractor under this Contract shall be paid by the District as follows. District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$168,150.00. The contractor shall not receive any additional reimbursement for material or subsistence expenses incurred in the performance of this Contract.

Description: Johnson Litho Graphics of Eau Claire, Ltd. will provide printing and mailing of Minneapolis Community Education Spring/Summer 2024 and Summer Youth 2024 brochures and postcards based on bid proposals JLG Proposal # MPS-MCE #8034-R13 Bid Spring & Summer 2024 and JLG Proposal # MPS-MCE #8034-R14 Bid Youth Summer 2024.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Aviva Hillenbrand

Title: Executive Director of Community Education

Date: _____

Johnson Litho Graphics:

Signature: Letecia J. Papke

Name: Letecia Papke

Title: Corporate Counsel

Date: 4/16/24

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND Paul Joshua Downham

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Paul Joshua Downham dated 5/14/2024 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Paul Joshua Downham ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Paul Joshua Downham ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2024 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001351

1. *Original contract amount:* \$101,859.38 (year 1) + \$104,405.86 (year 2)
2. *Accumulative contract amount:* \$311,265.24

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: 3.1 District's total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed \$311,265.24. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Lobbying services extension for School Year 2024-25, expires on 6/30/2025.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

Updated January, 2020

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

Title: Assistant to the Superintendent & Board

Date: _____

Joshua Downham: 

Signature: _____

Name: Joshua Downham

Title: Contractor

Date: 4/29/24

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Learning Disabilities Association**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Learning Disabilities Association dated 5/14/2024 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Learning Disabilities Association (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Learning Disabilities Association (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 8/9/2023 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001900

1. *Original contract amount:* \$151,250.00
2. *Accumulative contract amount:* \$180,250.00

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$180,250.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: To provide Title I instructional services to Title eligible students in the nonpublic schools for the purpose of accelerating reading, math, and English language proficiency for participating students. Services are provided to Title I eligible students attending DeLaSalle High School Nonpublic school in grades 9-12, Annunciation Catholic School in grades K-8, and designed to help students achieve grade level proficiency, based on standardized assessments, in the areas of reading, math, and English proficiency

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

Title:

Date: _____

Learning Disabilities Association:

Signature: Martha Moriarty

Name: Martha Moriarty

Title: Executive Director

Date: May 1, 2024

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND

Pan o Gold

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Pan o Gold dated 5/14/2024 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Pan o Gold ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Pan o Gold ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2023 through 6/30/2024 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: MAS-14087 / SRM number 4400002217

1. *Original contract amount:* \$150,000.00
2. *Accumulative contract amount:* \$220,000.00

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: 3.1 District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$220,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Increased participation and expanded menu usage necessitating additional materials requires an increase in total obligation to cover the expense.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

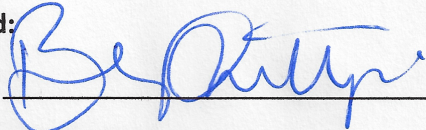
Signature: _____

Name:

Title:

Date: _____

Pan o Gold:

Signature:  _____

Name: Blake Alton Philips

Title: VP of Sales

Date: 9-3-2024 _____

FY20 District Wide Security Upgrades-Group 4

Contract Sum: \$270,469.12

Contractor: Parallel Technologies, Inc.

Project Name and Number

Minneapolis Public Schools Project Number 20MULTI007
OP# 24-2422

Description

Camera, intrusion detection and access control upgrades at Harrison Education Center and River Bend Education Center.

Contract Documents

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
Exhibit B – Project Charter
Exhibit C – Insurance
Exhibit D – Project Schedule
AIA Document E203-2013
AIA Document A201-2017



AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fourteenth day of May in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

and the Contractor:
(Name, legal status, address and other information)

Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

for the following Project:
(Name, location and detailed description)

FY20 District Wide Security Upgrades-Group 4

The Architect:
(Name, legal status, address and other information)

True North Consulting Group
140 Third Street South
Stillwater, MN 55411

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA3A)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
 - 2 THE WORK OF THIS CONTRACT
 - 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
 - 4 CONTRACT SUM
 - 5 PAYMENTS
 - 6 DISPUTE RESOLUTION
 - 7 TERMINATION OR SUSPENSION
 - 8 MISCELLANEOUS PROVISIONS
 - 9 ENUMERATION OF CONTRACT DOCUMENTS
- EXHIBIT A INSURANCE AND BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 The Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Init.

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User Notes:

(3B9ADA3A)

Not later than () calendar days from the date of commencement of the Work.

By the following date: Defined in EXH-D Project Schedule

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates as defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

(Table Deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract as defined in EXH-B Project Charter, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum are defined in EXH-B Project Charter.

(Table Deleted)

§ 4.2.2 Subject to the conditions noted in EXH-B Project Charter, alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

(Table Deleted)

§ 4.3 Allowances, if any, included in the Contract Sum are defined in EXH-B Project Charter.

(Paragraph Deleted)

(Table Deleted)

§ 4.4 Unit prices, if any are defined in EXH-B Project Charter.

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

Init.

Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated

damages for delay (but not as penalty), Contractor shall pay Owner \$1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the Owner.

(Paragraph Deleted)

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time specified in the Contract Documents, the contractor shall pay the Owner \$1,000.00 per day that expires after the time specified in the Contract Documents for Final Completion and readiness for Final Payment until the Work is completed.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 When an Application for Payment is received by the Architect, payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.

(Paragraph Deleted)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor on AIA G702 Application and Certificate for Payment in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

Init.

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User Notes:

(3B9ADA3A)

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

5% (five percent)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

For major items installed into the Work, the Contractor may request full payment for the items to ensure prompt delivery and fabrication. Such items shall be recommended by the Architect and approved by the Owner as not requiring retainage. Prompt payment for the items shall be documented by the Contractor to the Owner in the subsequent payment application by submitting a full lien release for the items. Major items may include mechanical units with long lead times, structural systems with long lead times, critical path systems or items, etc. Major items will be discussed and defined by Owner, Architect, and Contractor.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as

determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

(Paragraph Deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site or otherwise stored offsite with adequate Owner approved insurance provided to the Owner.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 all lien waivers and IC134 forms have been delivered to the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Owner will pay the Contractor 0% interest for Payments not due made within forty five (45) days.

(Paragraph Deleted)

§ 5.4 Prompt Payment to Subcontractors

This Contract requires the Contractor and all Subcontractors and Sub-subcontractors (of any tier) to promptly pay any subcontractor or material supplier contract within ten (10) days of receipt of payment by Owner for undisputed services provided by the party requesting payment. The party responsible for payment (other than the Owner) shall pay interest of one and one half (1-1/2) percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.

§ 6.1.1 Mediation

Either the Owner or the Contractor may request mediation of any Claim submitted to the Architect for decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this contract. The request for mediation shall be made in writing to the American Arbitration Association and to the other party of this contract.

Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of the date of filing the request.

If the Claim is not resolved by mediation, the Architect's action shall become final and binding thirty (30) days after termination of the mediation proceedings. Within the time period, the Owner and Contractor may request Binding Dispute Resolution.

The Work must continue, at the Owner's discretion, in accordance with paragraph 15.1.4.1 of AIA Document A201–2017.

Init.

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User Notes:

(3B9ADA3A)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

Termination fee will be based on the percentage of work completed and any materials purchased or in production at the time of termination. Said fee and justification shall be provided to the Owner by the Contractor within ten (10) days of the notice of termination.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Diedra Geye
1250 West Broadway Avenue
Minneapolis, MN 55411

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Jeffrey Martin
Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344
952-920-7185
jsmartin@ptnet.com

Init.

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(3B9ADA3A)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

Owner prohibits Contractor from using the Work in any marketing material or business development practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

Init.

(Paragraphs Deleted)

EXH-B Project Charter

(Paragraph Deleted)

EXH-C Owner Insurance

EXH-D Project Schedule

(Paragraph Deleted)

(Table Deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

Karrie Schwartz

CONTRACTOR (Signature)

Karrie Schwartz, COO

(Printed name and title)

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:22:58 CT on 04/30/2024.

PAGE 1

AGREEMENT made as of the Fourteenth day of May in the year 2024

...

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

...

FY20 District Wide Security Upgrades-Group 4

...

True North Consulting Group
140 Third Street South
Stillwater, MN 55411

PAGE 2

[] A date set forth in a notice to proceed issued by the Owner.

...

§ 3.3.1 ~~Subject to adjustments of the Contract Time as provided in the Contract Documents, the~~ The Contractor shall achieve Substantial Completion of the entire Work:

PAGE 3

[] By the following date: Defined in EXH-D Project Schedule

...

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following ~~dates~~; dates are defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

...

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. ~~The Contract Sum shall be (\$),~~ Contract as defined in EXH-B Project Charter, subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.1 Alternates, if any, included in the Contract ~~Sum~~; Sum are defined in EXH-B Project Charter.

...

Item	Price
-------------	--------------

...

§ 4.2.2 Subject to the conditions noted ~~below~~, the following in EXH-B Project Charter, alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

...

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

...

Item	Price	Conditions for Acceptance
-------------	--------------	----------------------------------

...

§ 4.3 Allowances, if any, included in the Contract ~~Sum~~; Sum are defined in EXH-B Project Charter.

...

(Identify each allowance.)

...

Item	Price
-------------	--------------

...

§ 4.4 Unit prices, if any: any are defined in EXH-B Project Charter.

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

...

Item

Units and Limitations

Price per Unit (\$0.00)

...

§ 4.5 Liquidated damages, if any: damages

PAGE 4

(Insert terms and conditions for liquidated damages, if any.) Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated

...

damages for delay (but not as penalty), Contractor shall pay Owner \$1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the

...

Owner.

...

§ 4.6 Other:

...

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.) After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time specified in the Contract Documents, the contractor shall pay the Owner \$1,000.00 per day that expires after the time specified in the Contract Documents for Final Completion and readiness for Final Payment until the Work is completed.

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

...

month.

...

§ 5.1.3 ~~Provided that~~ When an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.

...

(Federal, state or local laws may require payment within a certain period of time.)

...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor on AIA G702 Application and Certificate for Payment in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

PAGE 5

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

...

5% (five percent)

...

For major items installed into the Work, the Contractor may request full payment for the items to ensure prompt delivery and fabrication. Such items shall be recommended by the Architect and approved by the Owner as not requiring retainage. Prompt payment for the items shall be documented by the Contractor to the Owner in the subsequent payment application by submitting a full lien release for the items. Major items may include mechanical units with long lead times, structural systems with long lead times, critical path systems or items, etc. Major items will be discussed and defined by Owner, Architect, and Contractor.

...

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.) Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as

...

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include

~~retainage as follows:~~ determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

...

(Insert any other conditions for release of retainage upon Substantial Completion.)

...

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the ~~site~~ site or otherwise stored offsite with adequate Owner approved insurance provided to the Owner.

PAGE 6

.3 all lien waivers and IC134 forms have been delivered to the Owner.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

...

Payment.

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Owner will pay the Contractor 0% interest for Payments not due made within forty five (45) days.

...

(Insert rate)

...

§ 5.4 Prompt Payment to Subcontractors

...

This Contract requires the Contractor and all Subcontractors and Sub-subcontractors (of any tier) to promptly pay any subcontractor or material supplier contract within ten (10) days of receipt of payment by Owner for undisputed services provided by the party requesting payment. The party responsible for payment (other than the Owner) shall pay interest of interest agreed upon, if any, one and one half (1-1/2) percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, ~~unless A201–2017.~~

...

§ 6.1.1 Mediation

...

~~the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. Either the Owner or the Contractor may request mediation of any Claim submitted to the Architect for decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this contract. The request for mediation shall be made in writing to the American Arbitration Association and to the other party of this contract.~~

...

Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of the date of filing the request.

...

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.) If the Claim is not resolved by mediation, the Architect's action shall become final and binding thirty (30) days after termination of the mediation proceedings. Within the time period, the Owner and Contractor may request Binding Dispute Resolution.~~

...

The Work must continue, at the Owner's discretion, in accordance with paragraph 15.1.4.1 of AIA Document A201-2017.

PAGE 7

Litigation in a court of competent jurisdiction

...

Termination fee will be based on the percentage of work completed and any materials purchased or in production at the time of termination. Said fee and justification shall be provided to the Owner by the Contractor within ten (10) days of the notice of termination.

...

Diedra Geye
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Jeffrey Martin
Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344
952-920-7185
jsmartin@ptnet.com

PAGE 8

Owner prohibits Contractor from using the Work in any marketing material or business development practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

...

January 31, 2020

PAGE 9

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

...

[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

[EXH-B Project Charter](#)

...

(Insert the date of the E204-2017 incorporated into this Agreement.)

...

[EXH-C Owner Insurance](#)

...

[EXH-D Project Schedule](#)

...

[] The Sustainability Plan:

...

Title

Date

Pages

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:22:58 CT on 04/30/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Executive Director

(Title)

4 / 30 / 2024

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the **fourteenth** day of **May** in the year **2024**
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

FY20 District Wide Security Upgrades-Group 4

THE OWNER:
(Name, legal status and address)

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

THE CONTRACTOR:
(Name, legal status and address)

Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits as defined is ECH-C Owner Insurance, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

Init.

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits as defined in EXH-C Owner Insurance .

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance

§ A.3.2.5 Workers' Compensation at statutory limits for Coverage A as defined in EXH-C Owner Insurance.

§ A.3.2.6 Employers' Liability Coverage B as defined in EXH-C Owner Insurance .

(Paragraph deleted)

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits as defined in EXH-C Owner Insurance .

(Paragraphs deleted)

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits as defined in EXH-C Owner Insurance.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

If Professional Liability Insurance is required as part of this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1 as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Full contract value
Performance Bond	Full contract value

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

None

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:24:06 CT on 04/30/2024.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the fourteenth day of May in the year 2024

...

FY20 District Wide Security Upgrades-Group 4

...

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Parallel Technologies
7667 Equitable Drive
Eden Prairie, MN 55344

PAGE 4

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, as defined in ECH-C Owner Insurance,~~ providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ~~(\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage, as defined in EXH-C Owner Insurance .~~

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance

§ A.3.2.5 Workers' Compensation at statutory ~~limits.~~limits for Coverage A as defined in EXH-C Owner Insurance.

§ A.3.2.6 Employers' Liability with ~~policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~Coverage B as defined in EXH-C Owner Insurance .

~~§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~

~~§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate, as defined in EXH-C Owner Insurance .~~

~~§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate, as defined in EXH-C Owner Insurance.~~

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If Professional Liability Insurance is required as part of this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1:

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*A.3.3.1 as defined in EXH-C Owner Insurance.

~~§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)~~

~~§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.~~

~~§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage,~~

transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

...

Payment Bond

Full contract value

Performance Bond

Full contract value

...

None

Exhibit B – Project Charter

Project Name and Number

FY20 District Wide Security Upgrades-Group 4
Minneapolis Public Schools Project Number 20MULT1007
OP# 24-2422

Description

Camera, intrusion detection and access control upgrades at Harrison Education Center and River Bend Education Center

Contract Sum

The Contract Sum shall be \$270,469.12.

Alternates

Item	Price	Status
N/A		

Conditions

Item	Price	Conditions for Acceptance
N/A		

Allowances

Item	Price
N/A	

Unit Prices

Item	Units and Limitations	Price per Unit (\$0.00)
#1 Programmer Labor	Per Hour	\$113.99
#2 Technician Labor	Per Hour	\$113.99

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:

The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

- a. Worker's Compensation and Employer's Liability Insurance

- i. Coverage A is statutory.
- ii. Coverage B
 - \$500,000 Each Accident
 - \$500,000 Each Employee
 - \$500,000 Policy Limit (Disease)

- b. Comprehensive General Liability Insurance *

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Per Occurrence	\$1,000,000
Medical Payments	\$10,000

* The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

- c. Automobile Insurance

Per Occurrence	\$1,000,000
PIP	Basic
Underinsured Motorist	\$1,000,000
Uninsured Motorist	\$1,000,000

- d. Professional Liability Insurance

- i. Per Claim \$2,000,000

- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:

Aggregate	\$4,000,000
-----------	-------------

e. Umbrella Liability Insurance

- i. Per Occurrence \$2,000,000
- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:

Aggregate	\$2,000,000
-----------	-------------

f. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are \$1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT’S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner’s lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner’s lender(s) do procure or maintain such insurance, the Owner or the Owner’s lender(s) shall have, in addition to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

- a. Professional Liability Coverage of \$2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below \$2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."
- b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.
- c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE

The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

- a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

- b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR’S INSURANCE – to be used with AIA A101-2017

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

- | | |
|---|-------------|
| i. General Aggregate | \$1,500,000 |
| ii. Products/Completed Operations Aggregate | \$1,500,000 |
| iii. Per Occurrence | \$1,500,000 |

The Owner shall be named as additional insured for Commercial General Liability Insurance

b. Automobile Insurance

- | | |
|----------------------------|-------------|
| i. Per Occurrence | \$1,000,000 |
| ii. PIP | Basic |
| iii. Underinsured Motorist | \$1,000,000 |
| iv. Uninsured Motorist | \$1,000,000 |

c. Workers Compensation

- i. Coverage A is statutory.
- ii. Coverage B \$500,000 Each Accident
- iii. \$500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

- i. Per Claim \$2,000,000

For Projects with an estimated construction cost of over \$10,000,000 or major structural work, additional Aggregate coverage of \$4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

f. Property Insurance

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders "all risk" Insurance

- i. Per Claim \$2,000,000
- ii. Aggregate \$4,000,000

This insurance is only required for additions exceeding \$10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

- i. Aggregate limit \$5,000,000

This insurance is required only for projects larger than \$10,000,000 in total construction costs.

Exhibit D – Project Schedule

Project Name and Number

MPS Project Number: 20MULTI007

FY20 District Wide Security Upgrade-Group 4

OP#:24-2422

Description

Camera, intrusion detection and access control upgrades at Harrison Education Center and River Bend Education Center.

Schedule

Last Day of School: June 14, 2024

Last Day for Staff: June 17, 2024

Juneteenth Holiday: June 19, 2024 (All MPS Buildings Closed)

Construction Commences: June 17, 2024

MPS Staff back in Building: August 19, 2024

Substantial Completion: August 30, 2024

First day of School: September 3, 2024

Close-out Documents no later than 45 days past date of Substantial Completion

Substantial Completion

The Work will be substantially complete on or before August 30, 2024.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

FY20 District Wide Security Upgrades-Group 4

THE OWNER:

(Name, legal status and address)

Minneapolis Public Schools Special School District 1
1250 West Broadway Avenue
Minneapolis, MN 55411

THE ARCHITECT:

(Name, legal status and address)

True North Consulting Group
140 Third Street South
Stillwater, MN 55411

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

User Notes:

(1197828153)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



Additions and Deletions Report for **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:24:53 CT on 04/30/2024.

PAGE 1

FY20 District Wide Security Upgrades-Group 4

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Minneapolis Public Schools Special School District 1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

True North Consulting Group
140 Third Street South
Stillwater, MN 55411

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:24:53 CT on 04/30/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Executive Director

(Title)

4 / 30 / 2024

(Dated)

AIA[®] Document E203[®] – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the fourteenth day of May in the year 2024 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

FY20 District Wide Security Upgrades-Group 4

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 DIGITAL DATA PROTOCOLS**
- 4 BUILDING INFORMATION MODELING PROTOCOLS**
- 5 OTHER TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets .

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. 3.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital

Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	Applicable	MPS Central Files
Project communications	Applicable	MPS Central Files
Architect's pre-construction submittals	Applicable	MPS Central Files
Contract Documents	Applicable	MPS Central Files
Contractor's submittals	Applicable	Contractor/Architect
Subcontractor's submittals	Applicable	Contractor/Architect
Modifications	Applicable	Architect
Project payment documents	Applicable	MPS Central Files
Notices and claims	Applicable	MPS Central Files
Building Information Modeling	Applicable	Architect
All other construction related documents	Applicable	Contractor

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

MPS Central files are the digital project files kept on the MPS server

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

(Paragraph deleted)

§ .

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth d by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

Contractor

Project Milestone

Project Construction begins

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

[] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

[X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
Project design	Architect

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants.

Authorized users of the model are defined in Article 7 of the AIA B101 agreement

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

Defined in Exhibit B Project Milestones & Deliverables of the AIA B101 agreement

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

None

Init.

(Paragraph deleted)

§ .

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant

Project Milestone

§ 4.8.2 **Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units. The model shall be accurately geo-located to agreed-upon reference datum
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions as defined in the MPS Revit and Drafting Standards document.
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

Project participants responsible for the model shall use the MPS Revit template and comply with MPS Revit and Drafting standards.

§ 4.8.3 **Ongoing Responsibilities.** The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received

Init.

- .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
- .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 **Model Archives.** The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

Transmit to MPS the model in PDF, Revit and AutoCAD

§ 4.9 **Post-Construction Model.** The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party’s responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	Applicable	Owner	
§ 4.9.2 Wayfinding and Mapping	Applicable	Architect	
§ 4.9.3 Asset/FF & E Management	Applicable	Owner	
§ 4.9.4 Energy Management	Applicable	Owner	
§ 4.9.5 Space Management	Applicable	Owner	
§ 4.9.6 Maintenance Management	Applicable	Owner	

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

As part of Basic Services, the Architect shall produce wayfinding floor plans for use by the Owner. Floor plans shall be provided in PDF and AutoCAD formats.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

As part of Basic Services, the Architect shall provide the Owner with Revit files that were created for the project. The files shall include the as-designed project.

Additions and Deletions Report for AIA® Document E203® – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Exhibit dated the fourteenth day of May in the year 2024 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

FY20 District Wide Security Upgrades-Group 4

...

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, ~~and agreed to the most recent Project specific versions of AIA Document G201™ 2013, Project Digital Data Protocol Form and AIA Document G202™ 2013, Project Building Information Modeling Protocol Form.~~ Project.

...

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and ~~memorialized in AIA Documents G201 2013 and G202 2013,~~ will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

PAGE 2

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets ~~identified in AIA Document G202 2013, Project Building Information Modeling Protocol Form.~~

...

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. ~~Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202 2013.~~

PAGE 3

Project Agreements and Modifications	<u>Applicable</u>	<u>MPS Central Files</u>
Project communications	<u>Applicable</u>	<u>MPS Central Files</u>
Architect's pre-construction submittals	<u>Applicable</u>	<u>MPS Central Files</u>
Contract Documents	<u>Applicable</u>	<u>MPS Central Files</u>

Contractor's submittals	<u>Applicable</u>	<u>Contractor/Architect</u>
Subcontractor's submittals	<u>Applicable</u>	<u>Contractor/Architect</u>
Modifications	<u>Applicable</u>	<u>Architect</u>
Project payment documents	<u>Applicable</u>	<u>MPS Central Files</u>
Notices and claims	<u>Applicable</u>	<u>MPS Central Files</u>
Building Information Modeling	<u>Applicable</u>	<u>Architect</u>
All other construction related documents	<u>Applicable</u>	<u>Contractor</u>

...

MPS Central files are the digital project files kept on the MPS server

PAGE 4

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ .

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants. protocols.

...

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, protocols, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

...

The Parties intend to use a centralized electronic document management system on the Project.

...

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, protocols, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

...

Contractor

Project Construction begins

PAGE 5

The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

Project design

Architect

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202-2013.

Participants.

Authorized users of the model are defined in Article 7 of the AIA B101 agreement

...

Defined in Exhibit B Project Milestones & Deliverables of the AIA B101 agreement

...

None

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202-2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ .

PAGE 6

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202-2013, protocols, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

...

- .1 Model origin point, coordinate system, precision, file formats and units. The model shall be accurately geo-located to agreed-upon reference datum

...

- .4 Naming conventions as defined in the MPS Revit and Drafting Standards document.

...

Project participants responsible for the model shall use the MPS Revit template and comply with MPS Revit and Drafting standards.

PAGE 7

Transmit to MPS the model in PDF, Revit and AutoCAD

...

§ 4.9.1	Remodeling	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.2	Wayfinding and Mapping	<u>Applicable</u>	<u>Architect</u>	
§ 4.9.3	Asset/FF & E Management	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.4	Energy Management	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.5	Space Management	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.6	Maintenance Management	<u>Applicable</u>	<u>Owner</u>	

...

As part of Basic Services, the Architect shall produce wayfinding floor plans for use by the Owner. Floor plans shall be provided in PDF and AutoCAD formats.

...

As part of Basic Services, the Architect shall provide the Owner with Revit files that were created for the project. The files shall include the as-designed project.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:25:40 CT on 04/30/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Executive Director

(Title)

4 / 30 / 2024

(Dated)

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Scholastic Inc.**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Scholastic Inc. dated 5/14/2024 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Scholastic Inc. (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Scholastic Inc. (“Contractor”) entered into a contract titled CONTRACT FOR GOODS for a period between 4/8/2024 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400002207

1. *Original contract amount:* \$378,821.49
2. *Accumulative contract amount:* \$495,418.15

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$495,418.15. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Increased contract amount to provide summer reading book bags to preschool, kindergarten, fourth and fifth grade that were not included in the original contract at these sites: Anishinabe, Bethune, Bryn Mawr, Ella Baker, Folwell, Hall, Hmong International Academy, Jenny Lind, Las Estrellas, Lucy Laney, Nellie Stone Johnson, Pratt, Sullivan, Whittier, and MPS Online.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

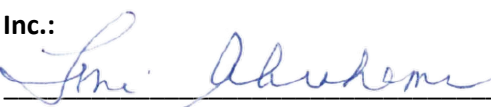
Signature: _____

Name:

Title:

Date: _____

Scholastic Inc.:

Signature: 

Name: Toni Abrahams

Title: VP of Operations

Date: 5/6/24

Minneapolis Public Schools Graduations Minneapolis Public High School Graduations June 13, 2024 - June 15, 2024

SRM# for MPS reference:
 4400002247

Function Space and Fees

Start	End	Space	Function	Fee/Day	# Days	Total
Thu Jun-13-24 6:00 am	Sat Jun-15-24 11:59 pm	Auditorium Main 1, 2 & 3 <i>*3 Graduations daily</i>	Graduation	5,250.00	3	15,750.00
Thu Jun-13-24 6:00 am	Sat Jun-15-24 11:59 pm	Exhibit Hall B	Graduate Line-Up Room	7,350.00	3	22,050.00
Thu Jun-13-24 6:00 am	Thu Jun-13-24 11:59 pm	Room 101 A-J <i>*Transition Plus Graduation</i>	Graduation/Line-Up Room	4,000.00	1	4,000.00
Total Room Rental:						\$ 41,800.00

Other Charges

	Units	Rate	Amount
Graduation 3 Ceremonies Auditorium * 3 Graduation Ceremonies will be held each day over the 3 days booked	3.00 EA	5,250.00 EVT	\$15,750.00
Guest & Security Services Notes Bike rack delivery (Safety Signs): 06:30-12:00, Staff arrival: 10:00, TV truck arrival: 10:30, florist: 13:00, choir arrival: 16:45, student bus arrival (Hall B): 17:25, buses depart: 21:00.	1.00 EA	0.00 EA	\$0.00
Labor, Mpls. Police Officer AUD Lobby: Rover, police presence.	09:00 AM 09:00 PM 1.00 PRS	165.00 HR	\$1,980.00
Labor, Mpls. Police Officer AUD Lobby: Rover, police presence.	01:00 PM 09:00 PM 1.00 PRS	165.00 HR	\$1,320.00
Labor, Event Security Supervisor AUD: Supervise staff, assist as needed.	08:30 AM 09:00 PM 1.00 PRS	35.00 HR	\$437.50
Labor, Event Security Supervisor AUD: Supervise staff, assist as needed.	02:45 PM 09:00 PM 1.00 PRS	35.00 HR	\$218.75
Labor, Event Security Officer AUD: Access control, safety monitor.	01:00 PM 09:00 PM 1.00 PRS	32.00 HR	\$256.00
Labor, Event Security Officer AUD: Access control, safety monitor.	01:00 PM 09:00 PM 1.00 PRS	32.00 HR	\$256.00
Labor, Event Security Officer AUD: Safety monitor.	01:00 PM 09:00 PM 1.00 PRS	32.00 HR	\$256.00
Labor, Event Security Officer AUD: Safety monitor.	01:00 PM 09:00 PM 1.00 PRS	32.00 HR	\$256.00
Labor, Event Security Officer AUD: Safety monitor.	01:00 PM 09:00 PM 1.00 PRS	32.00 HR	\$256.00
Labor, Event Security Officer AUD: Rover, general security.	09:00 AM 09:00 PM 1.00 PRS	32.00 HR	\$384.00
Labor, Emergency Medical Technician 3rd Ave: Access control, exit only.	01:00 PM 09:00 PM 1.00 PRS	47.00 HR	\$376.00
Labor, Dock Marshal Yard: Monitor yard activity, assist with buses.	09:00 AM 09:00 PM 1.00 PRS	44.00 HR	\$528.00
Labor, Event Security Officer South Corridor/Freight Elev: Access control, exit only.	09:00 AM 09:00 PM 1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer South Corridor/Freight Elev: Access control, exit only.	09:00 AM 09:00 PM 1.00 PRS	32.00 HR	\$384.00

**Minneapolis Public Schools Graduations
 Minneapolis Public High School Graduations
 June 13, 2024 - June 15, 2024**

Other Charges (Continued)

			<u>Units</u>	<u>Rate</u>	<u>Amount</u>
North Corridor/UPS Store: Rover, line mgmt.					
Labor, Marshalling Yard Officer	01:00 PM 09:00 PM		1.00 PRS	37.00 HR	\$296.00
Yard: Assist dock marshal with South Gate access/buses.					
Guest & Security Services Notes			1.00 EA	0.00 EA	\$0.00
Doors; lobby: 17:15, AUD Main: 18:00, ceremony: 19:00-20:30, move-out: 20:30-22:00.					
Labor, Security Guard 12th Street	01:00 PM 09:00 PM		1.00 PRS	37.00 HR	\$296.00
12th St: Move-in, monitor pad, move-out.					
Labor, Event Security Officer	01:00 PM 10:00 PM		1.00 PRS	32.00 HR	\$288.00
Labor, Event Security Officer	01:00 PM 10:00 PM		1.00 PRS	32.00 HR	\$288.00
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	01:00 PM 09:00 PM		1.00 PRS	32.00 HR	\$256.00
Traffic Control Agent	02:00 PM 09:00 PM		1.00 PRS	105.00 HR	\$735.00
Traffic Control Supervisor	02:00 PM 09:00 PM		1.00 PRS	110.00 HR	\$770.00
Traffic Control Agent	02:00 PM 09:00 PM		1.00 PRS	105.00 HR	\$735.00
Guest & Security Services Notes			1.00 EA	0.00 EA	\$0.00
Six total walk-thru metal detectors. Three set at 3rd Ave entrance and three set at the Main Lobby.					
Labor, Event Security Supervisor	08:45 AM 09:00 PM		1.00 PRS	35.00 HR	\$428.75
Main Lobby/3rd Ave/Hall B: Supervise staff, assist as needed.					
Labor, Event Security Supervisor	08:45 AM 09:00 PM		1.00 PRS	35.00 HR	\$428.75
Main Lobby/3rd Ave/Hall B: Supervise staff, assist as needed.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Main Lobby: Security screener.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Main Lobby: Security screener.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Main Lobby: Security screener.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Main Lobby: Secondary screener, ticket taker.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Main Lobby: Secondary screener, ticket taker.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
3rd Ave: Security screener.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
3rd Ave: Security screener.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
3rd Ave: Security screener.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
3rd Ave: Secondary screener, ticket taker.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
3rd Ave: Secondary screener, ticket taker.					
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM 09:00 PM		1.00 PRS	32.00 HR	\$384.00
Bicycle Rack Barricade			1.00 EA	875.00 EVT	\$875.00
Guest Services Misc Equip and Services			1.00 EA	500.00 EA	\$500.00

Minneapolis Public Schools Graduations Minneapolis Public High School Graduations June 13, 2024 - June 15, 2024

Other Charges (Continued)

			<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Metal Detector			8.00 EA	450.00 DAY	\$3,600.00
Guest & Security Services Notes			1.00 EA	0.00 EA	\$0.00
Bike rack delivery (Safety Signs): 06:30-12:00, Staff arrival: 10:00, TV truck arrival: 10:30, florist: 13:00, choir arrival: 16:45, student bus arrival (Hall B): 17:25, buses depart: 21:00.					
Labor, Mpls. Police Officer	09:00 AM	09:00 PM	1.00 PRS	165.00 HR	\$1,980.00
AUD Lobby: Rover, police presence.					
Labor, Mpls. Police Officer	09:00 AM	09:00 PM	1.00 PRS	165.00 HR	\$1,980.00
AUD Lobby: Rover, police presence.					
Labor, Event Security Supervisor	08:30 AM	09:00 PM	1.00 PRS	35.00 HR	\$437.50
AUD: Supervise staff, assist as needed.					
Labor, Event Security Supervisor	08:30 AM	09:00 PM	1.00 PRS	35.00 HR	\$437.50
AUD: Supervise staff, assist as needed.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Access control, safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Access control, safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Rover, general security.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
3rd Ave: Access control, exit only.					
Labor, Emergency Medical Technician	09:00 AM	09:00 PM	1.00 PRS	47.00 HR	\$564.00
Post in AUD Lobby, rove space.					
Labor, Dock Marshal	09:00 AM	09:00 PM	1.00 PRS	44.00 HR	\$528.00
Yard: Monitor yard activity, assist with buses.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
South Corridor/Freight Elev: Access control, exit only.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
North Corridor/UPS Store: Rover, line mgmt.					
Labor, Marshalling Yard Officer	09:00 AM	09:00 PM	1.00 PRS	37.00 HR	\$444.00
Yard: Assist dock marshal with South Gate access/buses.					
Guest & Security Services Notes			1.00 EA	0.00 EA	\$0.00
Doors; lobby: 17:15, AUD Main: 18:00, ceremony: 19:00-20:30, move-out: 20:30-22:00.					
Labor, Security Guard 12th Street	09:00 AM	09:00 PM	1.00 PRS	37.00 HR	\$444.00
12th St: Move-in, monitor pad, move-out.					
Labor, Event Security Officer	09:00 AM	10:00 PM	1.00 PRS	32.00 HR	\$416.00
Labor, Event Security Officer	09:00 AM	10:00 PM	1.00 PRS	32.00 HR	\$416.00
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00

Minneapolis Public Schools Graduations Minneapolis Public High School Graduations June 13, 2024 - June 15, 2024

Other Charges (Continued)

			<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Traffic Control Agent	10:00 AM	09:00 PM	1.00 PRS	105.00 HR	\$1,155.00
Traffic Control Supervisor	10:00 AM	09:00 PM	1.00 PRS	110.00 HR	\$1,210.00
Traffic Control Agent	10:00 AM	09:00 PM	1.00 PRS	105.00 HR	\$1,155.00
Guest & Security Services Notes			1.00 EA	0.00 EA	\$0.00
Six total walk-thru metal detectors. Three set at 3rd Ave entrance and three set at the Main Lobby.					
Labor, Event Security Supervisor	08:45 AM	09:00 PM	1.00 PRS	35.00 HR	\$428.75
Main Lobby/3rd Ave/Hall B: Supervise staff, assist as needed.					
Labor, Event Security Supervisor	08:45 AM	09:00 PM	1.00 PRS	35.00 HR	\$428.75
Main Lobby/3rd Ave/Hall B: Supervise staff, assist as needed.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Main Lobby: Security screener.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Main Lobby: Security screener.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Main Lobby: Security screener.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Main Lobby: Secondary screener, ticket taker.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Main Lobby: Secondary screener, ticket taker.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
3rd Ave: Security screener.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
3rd Ave: Security screener.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
3rd Ave: Security screener.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
3rd Ave: Secondary screener, ticket taker.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
3rd Ave: Secondary screener, ticket taker.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Bicycle Rack Barricade			1.00 EA	875.00 EVT	\$875.00
Guest Services Misc Equip and Services			1.00 EA	500.00 EA	\$500.00
Metal Detector			8.00 EA	450.00 DAY	\$3,600.00
Guest & Security Services Notes			1.00 EA	0.00 EA	\$0.00
Bike rack delivery (Safety Signs): 06:30-12:00, Staff arrival: 10:00, TV truck arrival: 10:30, florist: 13:00, choir arrival: 16:45, student bus arrival (Hall B): 17:25, buses depart: 21:00.					
Labor, Mpls. Police Officer	09:00 AM	09:00 PM	1.00 PRS	165.00 HR	\$1,980.00
AUD Lobby: Rover, police presence.					
Labor, Mpls. Police Officer	09:00 AM	09:00 PM	1.00 PRS	165.00 HR	\$1,980.00
AUD Lobby: Rover, police presence.					
Labor, Event Security Supervisor	08:30 AM	09:00 PM	1.00 PRS	35.00 HR	\$437.50
AUD: Supervise staff, assist as needed.					
Labor, Event Security Supervisor	08:30 AM	09:00 PM	1.00 PRS	35.00 HR	\$437.50
AUD: Supervise staff, assist as needed.					

**Minneapolis Public Schools Graduations
 Minneapolis Public High School Graduations
 June 13, 2024 - June 15, 2024**

Other Charges (Continued)

			<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Access control, safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Access control, safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Safety monitor.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
AUD: Rover, general security.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
3rd Ave: Access control, exit only.					
Labor, Emergency Medical Technician	09:00 AM	09:00 PM	1.00 PRS	47.00 HR	\$564.00
Post in AUD Lobby, rove space.					
Labor, Dock Marshal	09:00 AM	09:00 PM	1.00 PRS	44.00 HR	\$528.00
Yard: Monitor yard activity, assist with buses.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
South Corridor/Freight Elev: Access control, exit only.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
North Corridor/UPS Store: Rover, line mgmt.					
Labor, Marshalling Yard Officer	09:00 AM	09:00 PM	1.00 PRS	37.00 HR	\$444.00
Yard: Assist dock marshal with South Gate access/buses.					
Guest & Security Services Notes			1.00 EA	0.00 EA	\$0.00
Doors; lobby: 17:15, AUD Main: 18:00, ceremony: 19:00-20:30, move-out: 20:30-22:00.					
Labor, Security Guard 12th Street	09:00 AM	09:00 PM	1.00 PRS	37.00 HR	\$444.00
12th St: Move-in, monitor pad, move-out.					
Labor, Event Security Officer	09:00 AM	10:00 PM	1.00 PRS	32.00 HR	\$416.00
Labor, Event Security Officer	09:00 AM	10:00 PM	1.00 PRS	32.00 HR	\$416.00
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Traffic Control Agent	10:00 AM	09:00 PM	1.00 PRS	105.00 HR	\$1,155.00
Traffic Control Supervisor	10:00 AM	09:00 PM	1.00 PRS	110.00 HR	\$1,210.00
Traffic Control Agent	10:00 AM	09:00 PM	1.00 PRS	105.00 HR	\$1,155.00
Guest & Security Services Notes			1.00 EA	0.00 EA	\$0.00
Six total walk-thru metal detectors. Three set at 3rd Ave entrance and three set at the Main Lobby.					
Labor, Event Security Supervisor	08:45 AM	09:00 PM	1.00 PRS	35.00 HR	\$428.75
Main Lobby/3rd Ave/Hall B: Supervise staff, assist as needed.					
Labor, Event Security Supervisor	08:45 AM	09:00 PM	1.00 PRS	35.00 HR	\$428.75
Main Lobby/3rd Ave/Hall B: Supervise staff, assist as needed.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00
Main Lobby: Security screener.					
Labor, Event Security Officer	09:00 AM	09:00 PM	1.00 PRS	32.00 HR	\$384.00

Minneapolis Public Schools Graduations Minneapolis Public High School Graduations June 13, 2024 - June 15, 2024

Other Charges (Continued)

			<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Labor, Event Security Officer	Main Lobby: Security screener.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	Main Lobby: Security screener.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	Main Lobby: Secondary screener, ticket taker.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	Main Lobby: Secondary screener, ticket taker.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	3rd Ave: Security screener.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	3rd Ave: Security screener.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	3rd Ave: Security screener.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	3rd Ave: Secondary screener, ticket taker.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	3rd Ave: Secondary screener, ticket taker.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	3rd Ave: Secondary screener, ticket taker.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Labor, Event Security Officer	3rd Ave: Secondary screener, ticket taker.	09:00 AM 09:00 PM	1.00 PRS	32.00 HR	\$384.00
Bicycle Rack Barricade			1.00 EA	875.00 EVT	\$875.00
Guest Services Misc Equip and Services			1.00 EA	500.00 EA	\$500.00
Metal Detector			8.00 EA	450.00 DAY	\$3,600.00
Clean and Clear MI/MO			1.00 EA	0.00 EVT	\$0.00
	Please Be Sure to Refresh Backstage Dressing Room as Well.				
Clean & Clear Auditorium Stage			1.00 EA	0.00 EVT	\$0.00
Clean and Clear (STP)			1.00 EA	0.00 EVT	\$0.00
Clean and Clear (SPS)			1.00 EA	0.00 EVT	\$0.00
Auditorium Video Fly Package			1.00 EA	3,600.00 DAY	\$10,800.00
LASER Projector 21,000 lumens, 4K UHD, 3-chip DLP			2.00 EA	0.00 DAY	\$0.00
Screen 9' x 16' Stumpfl Front			2.00 EA	0.00 DAY	\$0.00
Video Switcher Digital			1.00 EA	0.00 DAY	\$0.00
Box Truss 12" x 12" x 10' First Day			6.00 EA	0.00 DAY	\$0.00
Chain Motor 1 Ton 3 Phase			3.00 EA	0.00 DAY	\$0.00
Video Input			2.00 EA	0.00 DAY	\$0.00
Fiber Multi-Media 1st Connection			1.00 EA	700.00 EVT	\$0.00
	Fiber feed from iDream TV to MCC Projectors in Fish Bowls				
Elect 20 amp 120v			1.00 EA	171.00 EVT	\$171.00
	Set for iDream TV Video Backstage				
Elect 20 amp 120v			1.00 EA	171.00 EVT	\$171.00
	Set for iDream TV Video Near MCC FOH Audio/Aud 2				
Reset Disabled Seats - Aud			1.00 EA	0.00 EVT	\$0.00
	Reset All Removable Seats in the Center Floor Section of Auditorium. All Other Removable Seats in the Side Sections Should be Removed.				
Refresh Set-Up			1.00 EA	0.00 FUN	\$0.00
	Refresh Auditorium Between Each Ceremony at: ???				

**Minneapolis Public Schools Graduations
Minneapolis Public High School Graduations
June 13, 2024 - June 15, 2024**

Other Charges (Continued)

	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Elect 10 amp 120v	4.00 EA	142.00 EVT	\$568.00
For Southwest Jazz Band			
Labor, A-1 Head Audio Performance	5.50 HR	85.00 EA	\$467.50
Labor, A-1 Head Audio	5.00 HR	67.00 EA	\$335.00
Labor, A-2 Audio Assistant Performance	5.50 HR	81.00 EA	\$445.50
Labor, A-2 Audio Assistant	5.00 HR	59.00 EA	\$295.00
Labor, V-1 Head Video Performance	5.50 HR	85.00 EA	\$467.50
Labor, V-1 Head Video	5.00 HR	67.00 EA	\$335.00
Labor, L-1 Head Lighting Performance	5.50 HR	85.00 EA	\$467.50
Labor, L-1 Head Lighting	5.00 HR	67.00 EA	\$335.00
Labor, Stagehand	4.00 HR	59.00 EA	\$236.00
Labor, Stagehand	4.00 HR	59.00 EA	\$236.00
Labor, Head Carp/Deck	5.50 HR	67.00 EA	\$368.50
Labor, Head Carp/Deck Performance	5.50 HR	85.00 EA	\$467.50
Graduation Equipment Package Auditorium	1.00 EA	0.00 EVT	\$0.00
Lighting Package - Auditorium Basic	1.00 EA	0.00 DAY	\$0.00
Lighting Console Grand MA2	1.00 EA	0.00 DAY	\$0.00
Ayrton Bora-S Wash Luminaire	6.00 EA	0.00 DAY	\$0.00
Source 4 750 Watt Ellipsoidal Lights	80.00 EA	0.00 DAY	\$0.00
Electrical Power - Audio	1.00 EA	0.00 EVT	\$0.00
Electrical Power - Lighting	1.00 EA	0.00 EVT	\$0.00
Podium with Wired Mic	1.00 EA	0.00 DAY	\$0.00
Microphone HH Wired	1.00 EA	0.00 DAY	\$0.00
Podium Standing	1.00 EA	0.00 DAY	\$0.00
Flag, American	1.00 EA	0.00 EVT	\$0.00
Flag, Minnesota	1.00 EA	0.00 EVT	\$0.00
Microphone HH Wireless	2.00 EA	0.00 DAY	\$0.00
Microphone Misc Other	10.00 EA	0.00 DAY	\$0.00
Mixing Console DiGiCo SD9	1.00 EA	0.00 DAY	\$0.00
Monitor Mixes	1.00 EA	0.00 DAY	\$0.00
Audio Feed	1.00 EA	0.00 DAY	\$0.00
Audio Record Feed	1.00 EA	0.00 DAY	\$0.00
CD Player	1.00 EA	0.00 DAY	\$0.00
Hearing Impaired System TX & RX	1.00 EA	0.00 DAY	\$0.00
Music Stand	20.00 EA	0.00 DAY	\$0.00
Please Have Some Easily Accessible in Case They Need Extras.			
Choral Risers	4.00 EA	0.00 DAY	\$0.00
Auditorium Main Line Array Left, Right, w/ Subs	1.00 EA	0.00 DAY	\$0.00
Auditorium Sound Center Cluster, Front Fills	1.00 EA	0.00 DAY	\$0.00
Cart, 4 Wheel	1.00 EA	0.00 EVT	\$0.00
Place Cart Backstage for Client Use			
Table 8' x 30" w/Linen SPS	1.00 EA	22.00 EVT	\$0.00
Table 8' x 30" SPS	1.00 EA	0.00 EVT	\$0.00
Linen 54" x 108" SPS	1.00 EA	0.00 EVT	\$0.00
Chair SPS	32.00 EA	1.30 EVT	\$0.00
Table 8' x 30" w/Linen SPS	2.00 EA	22.00 EVT	\$0.00

**Minneapolis Public Schools Graduations
Minneapolis Public High School Graduations
June 13, 2024 - June 15, 2024**

Other Charges (Continued)

	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Set Backstage for Video Control			
Table 8' x 30" SPS	2.00 EA	0.00 EVT	\$0.00
Linen 54" x 108" SPS	2.00 EA	0.00 EVT	\$0.00
Labor, L-2 Lighting Assistant	5.00 HR	59.00 EA	\$295.00
Refresh AV	1.00 EA	0.00 FUN	\$0.00
Labor, A-1 Head Audio Performance Event	10.00 HR	85.00 EA	\$850.00
Labor, A-1 Head Audio Setup	2.00 HR	67.00 EA	\$134.00
Labor, A-2 Audio Assistant Performance Event	10.00 HR	81.00 EA	\$810.00
Labor, A-2 Audio Assistant Setup	2.00 HR	59.00 EA	\$118.00
Labor, L-1 Head Lighting Performance Event	10.00 HR	85.00 EA	\$850.00
Labor, L-1 Head Lighting Setup	2.00 HR	67.00 EA	\$134.00
Labor, L-1 Head Lighting Overtime Strike Banners	2.00 HR	100.50 EA	\$201.00
Labor, Head Carp/Deck Setup	2.00 HR	67.00 EA	\$134.00
Labor, Head Carp/Deck Overtime Strike Banners	2.00 HR	100.50 EA	\$201.00
Labor, Head Carp/Deck Performance Event	10.00 HR	85.00 EA	\$850.00
Labor, V-1 Head Video Performance Event	10.00 HR	85.00 EA	\$850.00
Refresh Set-Up	1.00 EA	0.00 FUN	\$0.00
Labor, V-1 Head Video	2.00 HR	67.00 EA	\$134.00
Refresh AV	1.00 EA	0.00 FUN	\$0.00
Labor, A-1 Head Audio Performance Event	9.50 HR	85.00 EA	\$807.50
Labor, A-1 Head Audio Setup	2.00 HR	67.00 EA	\$134.00
Labor, A-2 Audio Assistant Performance Event	9.50 HR	81.00 EA	\$769.50
Labor, A-2 Audio Assistant Setup	2.00 HR	59.00 EA	\$118.00
Labor, L-1 Head Lighting Performance Event	9.50 HR	85.00 EA	\$807.50
Labor, L-1 Head Lighting Setup	2.00 HR	67.00 EA	\$134.00
Labor, L-1 Head Lighting Overtime Strike	2.00 HR	100.50 EA	\$201.00
Labor, Head Carp/Deck Setup	2.00 HR	67.00 EA	\$134.00
Labor, Head Carp/Deck Overtime	2.00 HR	100.50 EA	\$201.00

**Minneapolis Public Schools Graduations
Minneapolis Public High School Graduations
June 13, 2024 - June 15, 2024**

Other Charges (Continued)

	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Strike			
Labor, Head Carp/Deck Performance	9.50 HR	85.00 EA	\$807.50
Event			
Labor, V-1 Head Video Performance	9.50 HR	85.00 EA	\$807.50
Event			
Labor, A-1 Head Audio Overtime	2.00 HR	100.50 EA	\$201.00
Strike			
Labor, A-2 Audio Assistant Overtime	2.00 HR	88.50 EA	\$177.00
Strike			
Labor, V-1 Head Video	2.00 HR	67.00 EA	\$134.00
Strike			
Labor, Stagehand	4.00 HR	59.00 EA	\$236.00
Strike			
Labor, Stagehand	4.00 HR	59.00 EA	\$236.00
Strike			
Labor, Stagehand	4.00 HR	59.00 EA	\$236.00
Strike			
Labor, V-2 Video Assistant	4.00 HR	59.00 EA	\$236.00
Strike			
Refresh Set-Up	1.00 EA	0.00 FUN	\$0.00
Labor, V-1 Head Video	2.00 HR	67.00 EA	\$134.00
Clean and Clear MI/MO	1.00 EA	0.00 EVT	\$0.00
Clean and Clear (STP)	1.00 EA	0.00 EVT	\$0.00
Clean and Clear (SPS)	1.00 EA	0.00 EVT	\$0.00
Link/Unlink Room Lighting	1.00 EA	0.00 DAY	\$0.00
Theater Style Seating	608.00 PRS	1.30 EVT	\$0.00
See Diagram for Placement.			
Chair	608.00 EA	0.00 EVT	\$0.00
Registration	1.00 EVT	0.00 EVT	\$0.00
Set Outside of 101 CD. See Diagram for Placement.			
Easel Tripod	1.00 EA	0.00 EVT	\$0.00
Wastepaper Basket Half Round	1.00 EA	0.00 EVT	\$0.00
Chair Non- Billable	2.00 EA	0.00 EVT	\$0.00
Table 8' x 30" w/Linen	1.00 EA	0.00 EVT	\$0.00
Pipe & Drape Black	28.00 FT	9.00 EVT	\$252.00
Set Along the Back of the Stage.			
Powered Line Array SOS Sound System 4 Highs, 4 Su	1.00 EA	700.00 DAY	\$700.00
Podium with Wired Mic	1.00 EA	24.00 DAY	\$0.00
Microphone HH Wired	1.00 EA	0.00 DAY	\$0.00
Podium Standing	1.00 EA	0.00 DAY	\$0.00
Microphone HH Wireless	1.00 EA	85.00 DAY	\$85.00
Mixing Console 16 Channel Midas	1.00 EA	100.00 DAY	\$100.00
Audio Feed	1.00 EA	25.00 DAY	\$25.00
Audio Record Feed	1.00 EA	25.00 DAY	\$25.00
Monitor Mixes	1.00 EA	100.00 DAY	\$100.00
Camera Spider 24"h	1.00 EA	100.00 EVT	\$100.00
Flag, American	1.00 EA	10.00 EVT	\$0.00

**Minneapolis Public Schools Graduations
 Minneapolis Public High School Graduations
 June 13, 2024 - June 15, 2024**

Other Charges (Continued)

	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Flag, Minnesota	1.00 EA	10.00 EVT	\$0.00
Screen Package 7.6' x 13.4'	1.00 EA	600.00 DAY	\$600.00
iDreamTV will be recording only, no IMAG for this event			
AV Cart with Extension Cord	1.00 EA	75.00 DAY	\$0.00
Audio Feed	1.00 EA	0.00 DAY	\$0.00
DLP Projector 6000 Lumen	1.00 EA	0.00 DAY	\$0.00
Screen 7'6" x 13'4" Fastfold Front	1.00 EA	0.00 DAY	\$0.00
Drape Kit 10.5' x 14'	1.00 EA	0.00 DAY	\$0.00
Elect 10 amp 120v	1.00 EA	0.00 EVT	\$0.00
Video Input	1.00 EA	0.00 DAY	\$0.00
Labor, A-1 Head Audio	4.00 HR	67.00 EA	\$268.00
Setup			
Labor, L-1 Head Lighting	4.00 HR	67.00 EA	\$268.00
Setup			
Labor, V-1 Head Video	4.00 HR	67.00 EA	\$268.00
Setup			
Labor, Stagehand	4.00 HR	59.00 EA	\$236.00
Setup			
Table 8' x 30" w/Linen	1.00 EVT	22.00 EVT	\$0.00
Set on Stage Next to Podium. See Diagram for Placement.			
Linen 54" x 108"	1.00 EA	0.00 EVT	\$0.00
Table 8' x 30"	1.00 EA	0.00 EVT	\$0.00
Stage 4' x 8' x 18"-24"	14.00 EA	25.00 EVT	\$350.00
Set 28'w x 16'd x 24"h stage with stairs SL/SR, back drape; See Diagram for Placement. **Please Note That Wheelchair Ramp will be Set on Monday.**			
Chair	10.00 EA	1.30 EVT	\$0.00
Set on Stage. See Diagram for Placement.			
Labor, Stage Build STP	8.00 HR	49.00 EA	\$392.00
Labor For Stage Build			
Head Table	1.00 EA	0.00 EVT	\$0.00
For FOH			
Linen 54" x 108"	1.00 EA	0.00 EVT	\$0.00
Table 8' x 30"	1.00 EA	0.00 EVT	\$0.00
Chair Non- Billable	2.00 EA	0.00 EVT	\$0.00
Labor, A-1 Head Audio Performance	3.00 HR	85.00 EA	\$255.00
Labor, A-1 Head Audio	1.50 HR	67.00 EA	\$100.50
Labor, V-1 Head Video Performance	3.00 HR	85.00 EA	\$255.00
Labor, V-1 Head Video	1.50 HR	67.00 EA	\$100.50
Labor, Stagehand	4.00 HR	59.00 EA	\$236.00
Track Light 300W	6.00 EA	30.00 DAY	\$180.00
Other Charges Subtotal:			127,064.25
TOTAL MINIMUM BASE FEE:			\$ 168,864.25



Schedule A

Event ID: 31602
Due Date: Feb 29, 2024
Contract ID: 31602-01-5

Minneapolis Public Schools Graduations Minneapolis Public High School Graduations June 13, 2024 - June 15, 2024

Summary of Payment Terms

	<u>Due Date</u>	<u>Description</u>	<u>Amount</u>
Paid	October 25, 2023	Initial Non-Refundable Deposit	\$1,000.00
	May 14, 2024	Final Deposit	\$167,864.25
Total Minimum Base Fee Deposits:			168,864.25

Signature

By: _____ Date: _____
Signature

APR 05 2024

MPLS Board of Education Dist #1
Attn: Roger Torvik
1250 W. Broadway Ave
Minneapolis, MN 55411

March 28, 2024

PID Number: 09-029-24-44-0248

Subject: Temporary Construction Easement

Dear Property owner,

The City of Minneapolis plans to rebuild pedestrian ramps at street corners in your neighborhood, requiring some property owners adjacent to the project area to sign a **temporary** construction easement (TCE). Easements are necessary because the new sidewalk ramp design will extend to the property/right-of-way line.

To meet ADA standards, the slopes of existing curb ramps will need to be lowered. As a result, the corner area of the sidewalk will be lower than before. A TCE will be required for yards, hardscapes, steps, or walks affected by the project to create a seamless transition from private properties to the new sidewalk level. The City will restore any disturbed areas on private property after completion of the work.

In order to install the new ADA ramps properly, the City will need to adjust the grade behind the sidewalk on private property to match the new level. This easement is only necessary for a short time and will expire after the project is finished. The City will compensate you **\$520.00** for the TCE, as stated in the enclosed easement document.

Please sign, date and return the document, and W-9 to me, Monti Knazze by email at my email address as follows: Monti.Knazze@minneapolismn.gov, by April 15th, 2024.

For any inquiries regarding this easement, please contact me. If you have any other project-related questions, like specific design and construction inquiries, ***please copy me in*** and contact Alebel Mehari by email at: Alebel.Mehari@minneapolismn.gov.

Monti Knazze

Monti Knazze, **Real Estate Investigator**
612-673-2428 – Monti.Knazze@minneapolismn.gov

Temporary Construction and Access Easement

MPLS Board of Education Dist #1, Grantors, and owners of the parcel of land known as 1250 W. Broadway Ave, (PID 09-029-24-44-0248), (hereafter called "**Subject Property**") Minneapolis, Minnesota, for and in consideration of the work to be done by the City and the agreements hereinafter contained, hereby grant to the City of Minneapolis ("**City**"), Grantee, for a period of time terminating upon the completion of the **ADA Ramp Construction project**, but no later than December 31, 2026, the right to do certain construction work within a portion of the subject property described as:

As shown in the attached exhibit.

Scope of Work: Grading activities and sod installation to match elevation of proposed sidewalk.

In exchange for the temporary easement rights and all damages, the City shall pay the Grantors the sum of \$520.00 as full and final payment.

The Grantors affirm the ownership and are in possession of the subject property, and have the lawful right and authority to convey and grant this license and permit.

The Grantors hereby grant to the City of Minneapolis, its officers, agents and employees, the right to enter upon the subject property to the extent necessary for the proper performance of said work as deemed necessary or advisable by the City Engineer, in connection with the above Project. This permission is granted on the condition that the City will, in connection with the work to be done on the Grantor's property, restore or replace all items necessarily removed or damaged by the City in the performance of said work.

The Grantors, their successors and assigns, hereby release the City, its officers, agents, and employees, from any and all actions, claims or demands, of any nature whatsoever for any damages to City property and Grantor's adjoining property, including personal property thereon, by reason of such work and improvements so performed by the City, except as are caused by the negligence of the City, its officers, agents and employees.

MPLS Board of Education Dist #1

Date _____

Attn: Roger Torvik

Date _____

City of Minneapolis representative

Date _____

This document drafted by: City of Minneapolis Transportation Engineering & Design Division 505 4 th Ave S, Room 410A Minneapolis MN 55415

APR 05 2024

MPLS Board of Education Dist #1
Attn: Roger Torvik
1250 W. Broadway Ave
Minneapolis, MN 55411

March 28, 2024

PID Number: 09-029-24-44-0247

Subject: Temporary Construction Easement

Dear Property owner,

The City of Minneapolis plans to rebuild pedestrian ramps at street corners in your neighborhood, requiring some property owners adjacent to the project area to sign a **temporary** construction easement (TCE). Easements are necessary because the new sidewalk ramp design will extend to the property/right-of-way line.

To meet ADA standards, the slopes of existing curb ramps will need to be lowered. As a result, the corner area of the sidewalk will be lower than before. A TCE will be required for yards, hardscapes, steps, or walks affected by the project to create a seamless transition from private properties to the new sidewalk level. The City will restore any disturbed areas on private property after completion of the work.

In order to install the new ADA ramps properly, the City will need to adjust the grade behind the sidewalk on private property to match the new level. This easement is only necessary for a short time and will expire after the project is finished. The City will compensate you **\$520.00** for the TCE, as stated in the enclosed easement document.

Please sign, date and return the document, and W-9 to me, Monti Knazze by email at my email address as follows: Monti.Knazze@minneapolismn.gov, by April 15th, 2024.

For any inquiries regarding this easement, please contact me. If you have any other project-related questions, like specific design and construction inquiries, ***please copy me in*** and contact Alebel Mehari by email at: Alebel.Mehari@minneapolismn.gov.

Monti Knazze

Monti Knazze, **Real Estate Investigator**
612-673-2428 – Monti.Knazze@minneapolismn.gov

Temporary Construction and Access Easement

MPLS Board of Education Dist #1, Grantors, and owners of the parcel of land known as 1250 W. Broadway Ave, (PID 09-029-24-44-0247), (hereafter called "**Subject Property**") Minneapolis, Minnesota, for and in consideration of the work to be done by the City and the agreements hereinafter contained, hereby grant to the City of Minneapolis ("City"), Grantee, for a period of time terminating upon the completion of the **ADA Ramp Construction project**, but no later than December 31, 2026, the right to do certain construction work within a portion of the subject property described as:

As shown in the attached exhibit.

Scope of Work: Grading activities and sod installation to match elevation of proposed sidewalk.

In exchange for the temporary easement rights and all damages, the City shall pay the Grantors the sum of \$520.00 as full and final payment.

The Grantors affirm the ownership and are in possession of the subject property, and have the lawful right and authority to convey and grant this license and permit.

The Grantors hereby grant to the City of Minneapolis, its officers, agents and employees, the right to enter upon the subject property to the extent necessary for the proper performance of said work as deemed necessary or advisable by the City Engineer, in connection with the above Project. This permission is granted on the condition that the City will, in connection with the work to be done on the Grantor's property, restore or replace all items necessarily removed or damaged by the City in the performance of said work.

The Grantors, their successors and assigns, hereby release the City, its officers, agents, and employees, from any and all actions, claims or demands, of any nature whatsoever for any damages to City property and Grantor's adjoining property, including personal property thereon, by reason of such work and improvements so performed by the City, except as are caused by the negligence of the City, its officers, agents and employees.

MPLS Board of Education Dist #1

Date _____

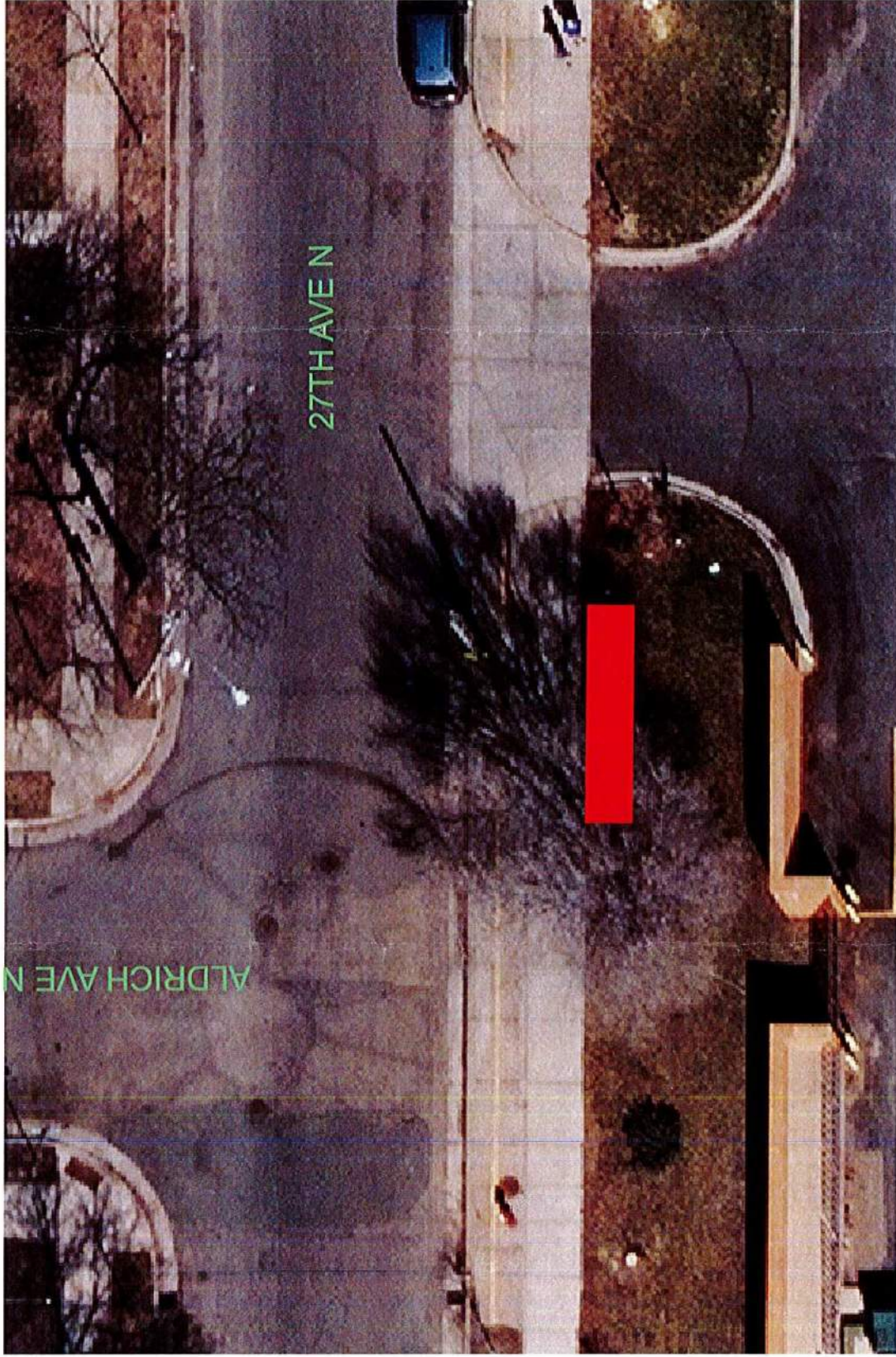
Attn: Roger Torvik

Date _____

City of Minneapolis representative

Date _____

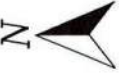
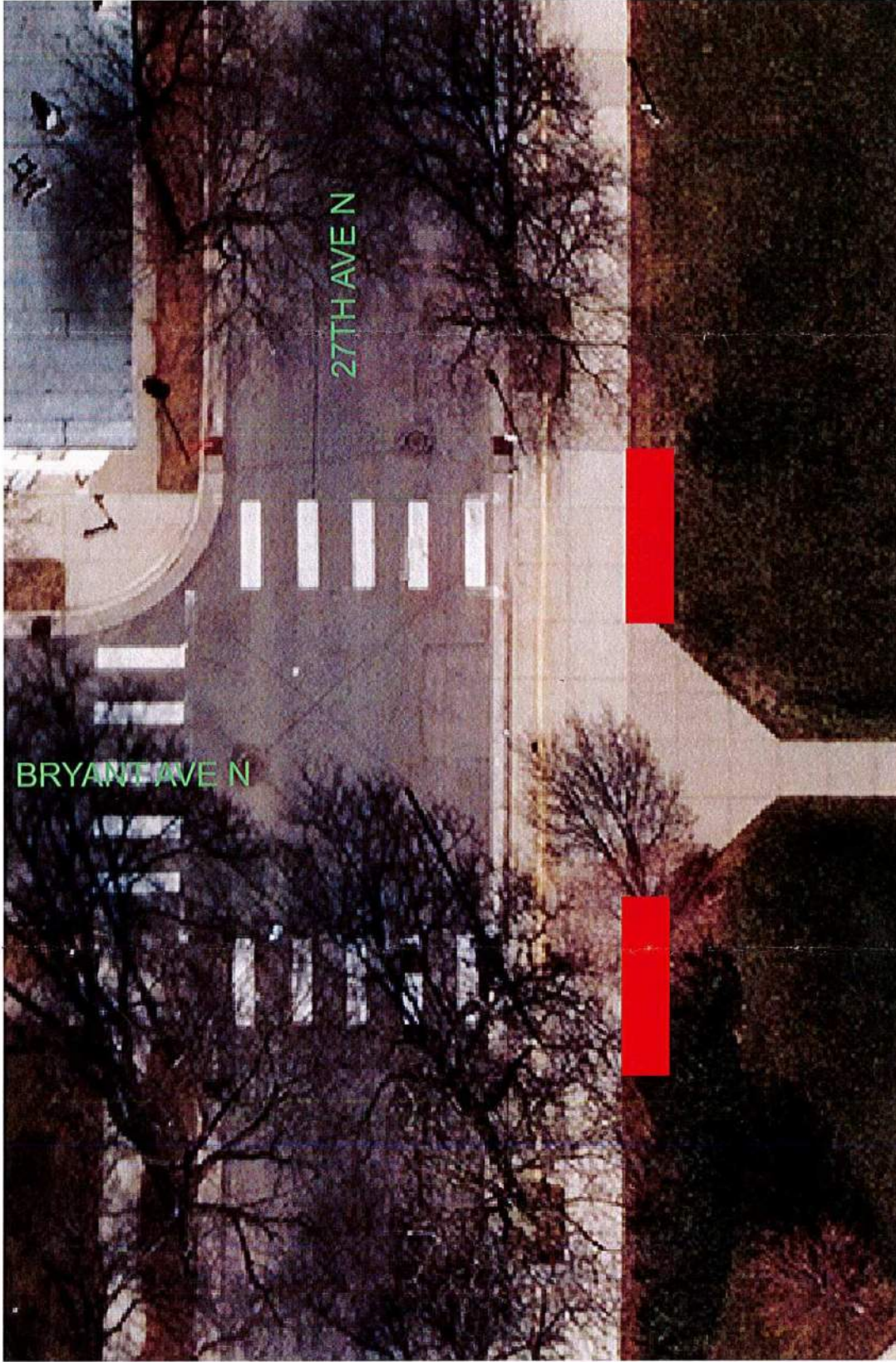
This document drafted by: City of Minneapolis Transportation Engineering & Design Division 505 4 th Ave S, Room 410A Minneapolis MN 55415



12/20/2023

807 27TH AVE N
PID 053-0902924440247





807 27TH AVE N
PID 053-0902924440248



12/21/2023

THIRD AMENDMENT TO LICENSE

This Third Amendment (“Amendment”) made and entered into by and between Special School District No. 1 (“Licensor”), Dowling Community Garden (“Licensee”) and Longfellow Community Council (“Licensee”):

WHEREAS: Licensor and Licensees entered into a certain License Agreement (“Agreement”) dated July 13, 2009 and for use of land at the Licensor’s Dowling School located at 3900 West River Parkway, Minneapolis, MN; and

WHEREAS: Licensor and Licensees desire to amend the Agreement in certain respects subject to certain conditions as set forth in this Amendment;

NOW THEREFORE: the Parties to amend the agreement as follows:

Section 1. License Granted (c): shall be amended to read:

Licensee shall pay to Licensor an annual fee for use of the Licensed / Shared Space as described in the attached Exhibit C - 1 to the Third Amendment to License for the Calendar years 2025 – 2029.

Section 1. License Granted (j): shall be added to read:

The school would like continued use of two lower garden plots and two raised bed height plots that can accommodate for wheelchair users. The school will not be charged rent for the plots or need to submit any written documentation about their use of the plots.

Section 4. Term: shall be amended to read:

Term means the period commencing on the first day upon which the Licensed / Shared Space is made available to the Licensees by Licensor (“Commencement Date”), and continuing until the expiration of this License on December 15, 2029, unless sooner terminated in accordance with the terms and provisions of this License.

Section 12. Notices: shall be amended to include the following:

To Licensor: Minneapolis Public Schools
Special School District No. 1
1250 West Broadway Avenue
Minneapolis, MN 55411
Attn: Real Estate Manager

To Licensee: Dowling Community Garden
P.O. Box 17219
Minneapolis, MN 5417
Attn: Jeffrey Loesch

Except as herein amended, all other terms, conditions and provisions of the License shall apply to and govern the provisions of this Amendment.

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Its: _____

Date: _____

DOWLING COMMUNITY GARDEN

By: Jeffrey H Loesch

Its: Treasurer

Date: May 3, 2024

LONGFELLOW COMMUNITY COUNCIL

By: M. [Signature]

Its: INTERIM EXECUTIVE DIRECTOR

Date: 5/6/2024

EXHIBIT C – 1

Calendar Year	Amount of Licensed / Shared Space (SF)	Fee in \$'s per 100 SF	Total Annual Fee*
2025	94000	\$5.90	\$5,542.99
2026	94000	\$6.13	\$5,764.71
2027	94000	\$6.38	\$5,995.30
2028	94000	\$6.63	\$6,235.11
2029	94000	\$6.90	\$6,484.52

*Annual Fees are due and payable prior to March 15th each calendar year without demand.

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-0023
May 14, 2024

Resolution approving equal treatment in transporting students funding to non-public schools

WHEREAS, Minnesota Statutes Section 123B.84-.87 titled Equal Treatment in Transporting Students (“Statute”), ensures that all students in the State of Minnesota who are required to attend elementary and secondary schools receive equal treatment in transportation to school; and

WHEREAS, the Statute allows the Board of nonpublic schools to either utilize Special School District No. 1 transportation or the nonpublic school may provide its own transportation; and

WHEREAS, Special School District No. 1 receives transportation funding from the State of Minnesota for students residing in the city of Minneapolis; and

WHEREAS, when a nonpublic school elects to provide its own transportation, then Special School District No. 1 must provide ninety-five percent of funding it receives from the State of Minnesota to the nonpublic school and is allowed to hold five percent for administration purposes; and

WHEREAS, three nonpublic schools (DeLaSalle High School, Minnehaha Academy, and Cristo Rey Jesuit School) during the 2023-2024 school year elected to provide their own transportation; and

WHEREAS, the funding owed to the four identified nonpublic school is in the amount as follows:

- DeLaSalle High School
407 students @ \$367.45 = \$149,552.15 less 5% administrative costs = \$142,074.54
- Minnehaha Academy
304 students @ \$367.45 = \$111,704.80 less 5% administrative costs = \$106,119.56
- Cristo Rey Jesuit School
206 students @ \$367.45 = \$75,694.70 less 5% administrative costs = \$71,909.97

WHEREAS, Special School District No. 1 is required by statute to pay the funds to the identified schools.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 approves providing the Equal Treatment in Transporting Students funding owed to DeLaSalle High School in the amount of \$142,074.54; to Minnehaha Academy in the amount of \$106,119.56; Cristo Rey Jesuit School in the amount of \$71,909.97; for the 2023-2024 transportation of students.

ADOPTED this 14th day of May 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0023)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-05-ER-CBA-MFT
May 14, 2024

Resolution Approving the 2023-2025 Collective Bargaining Agreement between Special School District No.1 and Minneapolis Federation of Teachers, Local 59, AFL-CIO, AFT, NEA

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Teachers (Union) were parties to a collective bargaining agreement for the period of July 1, 2021, through June 30, 2023; and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2023; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2025; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Teachers, effective July 1, 2023 through June 30, 2025.

ADOPTED this 14th day of May 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-05-ER-CBA-MFT)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

SUMMARY OF TENTATIVE AGREEMENT

SPECIAL SCHOOL DISTRICT NO.1
and
Minneapolis Federation of Teachers, Local 59, AFL-CIO, AFT, NEA
2023-2025

May 14, 2024

Term: Two (2) years, July 1, 2023, through June 30, 2025

Pay:

Year One:

- Steps and lanes, retroactive to July 1, 2023
- 4% general increase to the salary schedule, effective July 1, 2023

Year Two:

- Steps and Lanes, effective July 1, 2024
- Eliminate steps 1, 2, 12, 15, 18, 21, 24, 27, 30, 33, 36, and 39
- 5% general increase to the salary schedule, effective July 1, 2024
- Hourly Flat Rate increase from \$25 to \$30 per hour
- The teacher duty year will be made up of 191 paid duty days.

Article 2 Teacher Assignments and Schedules

Much of the language in this Article has been removed in order to reduce redundancy in the contract. Some additional language has been added where necessary to provide for greater clarity. A new provision adds 10 minutes to teacher instructional time, and eliminates 10 minutes from non-instructional time.

Article 3.4 Expectations for Attendance at Professional Meetings

This provision has been removed in order to reduce redundancy in the contract.

Article 7.15 Hourly Pro-rated Rate

Instructions for computation of the direct instruction rate have been clarified in this Article, as well as in Article 9.14.2 (Wellness Pay – Sick Leave Severance), and in Schedule G (Staff Development, Other Hourly Rates, Stipends).

Article 8 Reserve Teachers

To eliminate redundancy, text from Appendix E, Reserve Teachers, has been blended into Article 8, and Appendix E has been removed from the contract.

The following sections have been removed from the contract: 8.5 (Site Support for Reserve Teachers, 8.6 (Reserve Teacher Training), 8.7 District Reserve Teacher Task Force, 8.8 (Hiring for Contract Positions) and 8.9 (Release of Reserve Teachers).

SUMMARY OF TENTATIVE AGREEMENT

Article 9.17.2 Mileage

Article 9.17.2 has been renamed "Mileage and Parking".

Articles 2.4.6 (Multiple Assignments) and 3.10 (Parking) have been removed and incorporated into the renamed Article 9.17.2.

Article 11.3.1 Sick Leave

The following provision has been added as section 11.3.1.c:

Separation/Re-Employment: All sick leave that has been accumulated by an employee shall be canceled upon the date of separation from employment. Accumulated sick leave will be restored upon reemployment within two (2) years after separation from employment if it has not been already used to fund an MSRS account contribution.

Article 11.3.2 Sick Leave Pool

Several provisions have been eliminated to remove redundancy, and language has been added to further clarify the purpose, eligibility, and usage of the sick leave pool program.

Article 11.3.3 Leave Donation Program

Language has been added or deleted to clarify the program description, restrictions, and requirements.

Article 11.4 Extended Leaves

Much language has been removed to reduce redundancy, and other language added or repositioned for clarification of several sections.

Article 16 Technology

Article 16 has been significantly condensed to eliminate unnecessary or superfluous language. Minor language changes provide needed updates and clarity.

16.12 Labor/Management Technology Advisory Committee

To reduce redundancy, this committee has been discontinued, but leaves in place the Technology Labor Management Committee provided for in 16.15.

Memoranda of Agreement

Interview and Select, Spring 2025

- a. Temporarily eliminates the need to post all positions in Interview and Select for which teacher hires are made after the start of second semester.
- b. Temporarily eliminates one round of Interview and Select, the District's annual internal transfer process for licensed staff, which allows the District to post and hire externally sooner
- c. Temporarily eliminates Matching, the process by which excessed teachers who did not secure a position during Interview and Select can seek a mutually agreeable assignment, in advance of Placement. This also allows the district to post and hire externally sooner.

SUMMARY OF TENTATIVE AGREEMENT

Black Men Teach

The existing MOA has been updated and now includes the designation of Nellie Stone Johnson Community School as a partnership elementary school with Black Men Teach (BMT):

- a. MT Fellows may interview for and be offered teaching positions at NSJ concurrent to the timeline for internal District employees.
- b. Teachers identified as BMT Fellows shall be exempt from contractual provisions for excessing and lay-off, to the extent allowable by law.
- c. BMT Fellows shall be allowed five (5) days per year of reserve teacher overage, with no loss of pay or benefits, to participate in BMT-sponsored professional development events. Absences for said professional development shall not take place on District professional development days.

Library Media Specialists

A new MOA acknowledges the need for flexible scheduling on the part of the District's Library Media Specialists

- The LMS is responsible for building their own daily schedule to best meet the instructional, literacy, and informational needs of students and staff. The MOA also outlines options for scheduling to participate in monthly peer Professional Learning Community (PLC) or library department collaborations.
- The MOA outlines the scope of LSM oversight of the District's libraries, resources, machine-readable cataloging (MARC) records, and cataloging protocols, collection, organization, and development.
- The Technology Labor Management Committee will jointly develop recommendations for various improvements to existing technology and adoption of additional student technologies, instructional software, learning management systems, etc.

Special Education Workload

Because the most recent workload time study in 2011 has become outdated due to the impact of the COVID-19 pandemic and Comprehensive District Design, as well as due to serious staffing shortages, the District and Union agree to the following:

- **Special Education Workload Review.** The District will complete a complete three (3) year time study in workload, caseload, and due process paperwork, with study results provided to the Special Education Labor Management (SELM) Committee no later than December 2024.
A jointly constructed workload formula shall be put into place for trial by the beginning of budget development with the intention to operationalize for the school year 2026-2027. The workload formula shall include recommendations regarding caseload and workload, including recommendations for due process and case management time.
- **Dedicated Due Process and Case Management Time.** Pending the completion of the workload review and recommendations, all special educators are permitted to allocate time within their schedules, outside of their designated preparation time, to complete due process requirements. Administrators will be expected to partner with special education staff to establish an appropriate schedule, allowing this time along with providing required Individualized Education Plan (IEP) service minutes.
- **Coaching for Special Education Professional Educators.** The District will create a Special Education Coaching Model, with priority given to Tier 1 or Tier 2 licensees for coaching support.

SUMMARY OF TENTATIVE AGREEMENT

Fiscal Impact

The two-year total package cost of the tentative agreement is \$58,384,538, which represents a 12.2% increase in annual costs spread over two years.

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-05-ER-CBA-AE
May 14, 2024

Resolution Approving the 2023-2025 Collective Bargaining Agreement between Special School District No.1 and Minneapolis Federation of Teachers, Local 59 – Adult Education Teachers

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Teachers, Local 59 - Adult Education Teachers (Union) were parties to a collective bargaining agreement for the period of July 1, 2021, through June 30, 2023, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2023; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2025; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Teachers, Local 59 - Adult Education Teachers , effective July 1, 2023, through June 30, 2025.

ADOPTED this 14th day of May 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-05-ER-CBA-AE)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

SUMMARY OF TENTATIVE AGREEMENT

SPECIAL SCHOOL DISTRICT NO.1
and
MFT, Local 59
ADULT EDUCATION TEACHERS
2023-2025

May 14, 2024

Term: Two (2) years, July 1, 2023, through June 30, 2025

Wages

Year 1:

- Effective July 1, 2023, an increase of approximately 5.0% (varies slightly based on lane and step placement) will be added to the salary schedule.
- Effective July 1, 2023, steps one through four of the salary schedule will be eliminated. Subsequently, all Teachers on the Adult Education salary schedule will move four steps.
- One-time bonus payment of \$2,000 for all employees employed on April 12, 2024.
- Bonus payment shall be made within thirty (30) days of ratification and salary changes shall be implemented within sixty (60) days of ratification.

Year 2:

- Effective July 1, 2024, an increase of approximately 5.0% (varies slightly based on lane and step placement) will be added to the salary schedule.

Miscellaneous Wage Provisions:

- **Hourly Flat Rate:** Effective July 1, 2023, the Hourly Flat Rate will increase from \$35.00 to \$40.00. Additional language provides that 1) compensation will be on a prorated basis, and 2) staff development has been added to the types of work eligible for the hourly flat rate.
- **Hourly Leadership Rate:** Effective July 1, 2023, the Hourly Leadership Rate will increase from \$28.00 per hour to \$50.00 per hour. Additional language provides for compensation for preparation outside of the duty day.
Miscellaneous redundant rate provisions, including hourly staff development rate and staff development stipend, have been discontinued.
- **Schedule F: Adult Education Attraction and Retention Stipend.** This provision will be replaced by an Adult Education Shift Stipend which will provide for a \$500 per trimester stipend for Teachers who teach split shifts, evening shifts, orientation (Class Prep Academy) or three (3) or more subject areas (preps) per week. Additional language

describes eligibility, proration based on a four (4) day work week, and payment schedule.

4.1.4 The parties agree that the salary and benefits portion of the following current language will not apply for the 2023-2025 contract period.

Any negotiated increases to salary, including any one-time bonuses, and benefits for the Teachers in the K-12 program shall also be provided to the Teachers in the Adult Education Program.

Article 11 – Hourly Rate Teachers.

11.1 Assignments. Increases the number of hours per week from 13.5 to 15 hours to which a Teacher may be assigned.

Additional language includes:

- A provision for preparation time, to be paid at the hourly rate provided in Schedule E.
- A provision states that the District will prioritize available classroom hours for contracted Teachers.

Memoranda of Agreement:

- **Online and Hyflex Instruction.** Outlines provisions for Teachers who teach online and hyflex classes, and who are given TVM (Teacher Verification Model) assignments.
- **Reporting of Instructional Hours.** Requires the District to share with the Union, once per trimester, the number of instructional hours taught by hourly Teachers and the number of instructional hours taught by contracted Teachers.

Fiscal Impact

The two-year total package cost of the tentative agreement is \$1,904,738, which represents a 31.9% increase in annual costs spread over two years.

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-05-ER-CBA-ESP
May 14, 2024

Resolution Approving the 2023-2025 Collective Bargaining Agreement between Special School District No.1 and Minneapolis Federation of Educational Support Professionals, Local 59

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Educational Support Professionals (Union) were parties to a collective bargaining agreement for the period of July 1, 2021, through June 30, 2023; and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2023; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2025; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Educational Support Professionals, effective July 1, 2023, through June 30, 2025.

ADOPTED this 14th day of May 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-05-ER-CBA-ESP)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

SPECIAL SCHOOL DISTRICT NO.1

and

MINNEAPOLIS FEDERATION OF EDUCATIONAL SUPPORT PROFESSIONALS, LOCAL 59

2023-2025

May 14, 2023

Term: Two (2) years, July 1, 2023, through June 30, 2025

Pay:

Year One:

- No Increases

Year Two:

- Effective July 1, 2024, a 4% cost of living adjustment (COLA) to all cells on the salary schedule.
- Effective July 1, 2024, eligible ESP shall receive two steps on the salary schedule.
- Effective January 1, 2025, a 6% COLA to all cells on the salary schedule.

Eligibility: To be eligible for a step increase in a given job classification, an employee must have worked 110 days in the classification in the preceding fiscal year during which steps are being awarded. Days worked in summer school shall not count towards step advancement.

Miscellaneous Wage Provisions:

Longevity Pay

Effective July 1, 2023, employees shall qualify for the following amounts on top of their base wage on July 1st of the fiscal year in which they will have completed the total years of service listed below.

- 10 years of service: \$0.24 per hour
- 15 years of service: \$0.48 per hour
- 20 years of service: \$0.96 per hour
- 25 years of service: \$1.44 per hour
- 30 years of service: \$2.00 per hour
- 35 years of service: \$2.50 per hour
- 40 years of service: \$3.00 per hour

Sick Time Accrual for Summer School and Bus Aide Hours

Establishes sick time accrual for **all** hours worked including overtime, bus aide hours, and summer school hours, in alignment with Minnesota's Emergency Sick and Safe Time law.

Credit for Previous Experience

Eliminates language giving initial placement credit to teachers hired with previous experience earned in employment within the Minneapolis Public Schools as an Educational Support Professional. The language will be stricken from the ESP contract, and can be found in Article 7.4.9 of the teacher chapter contract.

Religious and Cultural Observances

Replaces two (2) days charged to vacation, sick, or compensatory time for religious observance with one (1) day for religious and cultural observances that is not charged vacation, sick, or compensatory time.

Salary Upon Demotion and Layoff

Simplifies language and specifies employees will not be paid less than their current rate when demoted to a classification with a lower salary range.

Early Childhood Family Education / Reduction in Force

ESP assignments in ECFE are no longer limited to 23 hours a week. References to layoff have been replaced with excessing.

Annual Work Year Calendar

New language requires MPS to issue a calendar for summer school and/or Extended School Year (ESY) prior to posting for summer positions. . New language clarifies that the existing language relative to the publishing of standard work year calendars shall include the dates of non-duty days and non-student contact days, staff development days and other relevant information.

Professional Development Advisory Committee

The committee shall meet quarterly rather than monthly going forward.

Ongoing Professional Development

Maintains previous language related to ESP professional development, but strikes language mandating a doctor's note for sick leave on a professional development day, in alignment with requirements set forth by Minnesota's Emergency Sick and Safe Time law.

Leaves of Absence

Updates family language to use more inclusive pronouns. Updates jury duty and court leave language to mirror other collective bargaining agreements and current practice. Removes language that details District responsibility to give employees approval or denial of a leave of absence, as requirements are already set forth by employment law.

Fiscal Impact

The two-year total package cost of the tentative agreement is \$8,284,301, which represents an 11.6% increase in annual costs spread over two years.

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-0025
May 14, 2024

Resolution setting school start and end times

WHEREAS, a consistent length of school day for all schools and uniform start and end times for middle and high schools benefits students, staff, and caregivers, and district operations; and

WHEREAS, moving to a uniform length of school day allows for the reduction of some school days from the calendar while still allowing for some non-school days to be used for severe weather before e-learning is needed; and

WHEREAS, the student contact day for all MPS schools will be six hours and forty minutes; and

WHEREAS, modifications to the current school start and end times are necessary to effectuate these changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the following start and end times to the school day effective for the 2024-2025 school year and future years:

School	Start Time	End Time
Andersen	8:40:00 AM	3:20:00 PM
Anishinabe	7:30:00 AM	2:10:00 PM
Anthony	8:40:00 AM	3:20:00 PM
Anwatin	8:40:00 AM	3:20:00 PM
Armatage	8:05:00 AM	2:45:00 PM
Bancroft	9:10:00 AM	3:50:00 PM
Barton	9:25:00 AM	4:05:00 PM
Bethune	8:05:00 AM	2:45:00 PM
Bryn Mawr	7:30:00 AM	2:10:00 PM
Burroughs	9:10:00 AM	3:50:00 PM
Cityview	8:05:00 AM	2:45:00 PM

Dowling	9:25:00 AM	4:05:00 PM
Edison	8:30:00 AM	3:10:00 PM
Ella Baker	7:30:00 AM	2:10:00 PM
Emerson	7:30:00 AM	2:10:00 PM
FAIR	8:30:00 AM	3:10:00 PM
Field	9:17:00 AM	3:57:00 PM
Folwell	8:25:00 AM	3:05:00 PM
Franklin	8:40:00 AM	3:20:00 PM
Green	9:25:00 AM	4:05:00 PM
Hale	9:10:00 AM	3:50:00 PM
Hall	7:30:00 AM	2:10:00 PM
Harrison	8:00:00 AM	2:40:00 PM
Henry	8:30:00 AM	3:10:00 PM
Heritage	8:30:00 AM	3:10:00 PM
Hiawatha	9:30:00 AM	4:10:00 PM
Howe	9:20:00 AM	4:00:00 PM
HIA	8:00:00 AM	2:40:00 PM
Jenny Lind	7:30:00 AM	2:10:00 PM
Justice Page	8:45:00 AM	3:25:00 PM
Kenny	9:25:00 AM	4:05:00 PM
Kenwood	9:25:00 AM	4:05:00 PM
Lake Harriet Lower	9:10:00 AM	3:50:00 PM
Lake Harriet Upper	9:15:00 AM	3:55:00 PM
Lake Nokomis Keewaydin	9:10:00 AM	3:50:00 PM
Lake Nokomis Wenonah	9:10:00 AM	3:50:00 PM
Las Estrellas	7:30:00 AM	2:10:00 PM
Longfellow	8:30:00 AM	3:10:00 PM
Loring	8:25:00 AM	3:05:00 PM

Lucy Laney	8:05:00 AM	2:45:00 PM
Lyndale	8:25:00 AM	3:05:00 PM
Marcy	9:25:00 AM	4:05:00 PM
Metro Education Services	9:10:00 AM	3:40:00 PM
MACC	8:30:00 AM	3:10:00 PM
Nellie Stone	8:05:00 AM	2:45:00 PM
North	8:30:00 AM	3:10:00 PM
Northeast	8:40:00 AM	3:20:00 PM
Northrop	9:10:00 AM	3:50:00 PM
Online K-5	8:30:00 AM	3:10:00 PM
Online 6-12	8:30:00 AM	3:10:00 PM
Olson	8:40:00 AM	3:20:00 PM
Pillsbury	8:05:00 AM	2:45:00 PM
Pratt	8:05:00 AM	2:45:00 PM
River Bend	7:15:00 AM	1:55:00 PM
Roosevelt	8:30:00 AM	3:10:00 PM
Sanford	8:40:00 AM	3:20:00 PM
Seward	9:25:00 AM	4:05:00 PM
South	8:30:00 AM	3:10:00 PM
Southwest	8:30:00 AM	3:10:00 PM
Stadium View	8:30:00 AM	3:10:00 PM
Sullivan	7:30:00 AM	2:10:00 PM
TPlus	9:30:00 AM	4:10:00 PM
Waite Park	9:10:00 AM	3:50:00 PM
Washburn	8:30:00 AM	3:10:00 PM
Webster	8:15:00 AM	2:55:00 PM
Wellstone	8:30:00 AM	3:10:00 PM
Whittier	9:10:00 AM	3:50:00 PM

Windom	9:25:00 AM	4:05:00 PM
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ADOPTED this 14th day of May 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0025)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-0026
May 14, 2024

Resolution modifying the 2024-2025 school calendar

WHEREAS, following the approval for all MPS schools to have a six hour and forty-minute student contact day including a thirty-minute lunch beginning with the 2024-2025 school year, which was made possible by agreement with the Minneapolis Federation of Teachers in the 2023-2025 collective bargaining agreement; and

WHEREAS, the longer student day ensures there are a sufficient number of hours beyond the required state minimum instructional hours to allow for the reduction of the number of overall student contact days from 171 to 168; and

WHEREAS, the District has received feedback from staff, students, and caregivers that the school year goes too late into June; and

WHEREAS, ending the school year a few days earlier in June has benefits for summer programming opportunities for students, for school construction projects and cleaning, and for those schools without air conditioning; and

WHEREAS, the District has received feedback about a potential improvement to the school calendar in February 2025 regarding the teacher-family conference day around President's Day.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the following changes to the 2024-2025 school calendar:

1. Friday, February 14, 2025, shall become a non-student contact day for family-teacher conferences
2. Tuesday, February 18, 2025, shall become a student contact day
3. Friday, June 6, 2025, shall become the last day of school for students

ADOPTED this 14th day of May 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0026)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-0028

Resolution Creating an Anishinabe Academy Facility Advisory Committee

WHEREAS, Anishinabe Academy has shared a school building with Anne Sullivan STEAM School for approximately fourteen years; and

WHEREAS, this move was to be a temporary move; and

WHEREAS, students, families, community members and staff at Anishinabe Academy are demanding a dedicated facility; and

WHEREAS, the upcoming school transformation process provides an opportunity to intentionally analyze the current facility arrangement and consider possibilities for the Anishinabe community; and

WHEREAS, sharing transportation with Anne Sullivan STEAM School has become untenable; and

WHEREAS, a dedicated facility advisory committee for Anishinabe could provide additional historical background and context and make recommendations to inform the school transformation process as it relates to Anishinabe Academy.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby directs the superintendent to develop a time-limited Anishinabe Academy Facility Advisory Committee to identify the site.

FURTHER BE IT RESOLVED, that the site will be identified by September 2024 and be ready for occupancy by the start of the 2025-2026 school year.

FINALLY BE IT RESOLVED, that, in the meantime, Anishinabe Academy will have its own transportation for the 2024-2025 school year.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0028)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				