Regular Business Meeting

Tuesday, April 12, 2022 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. February 8, 2022, Minutes

4) **Public Comments**

5) **Recess**

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

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

7)a. Approval of the Consent Agenda

7)a.1. Personnel Items

7)a.1.a. Approval of List A personnel matters (2022-04-ER-A)

7)a.1.b. Approval of List B personnel matters (2022-04-ER-B)

7)a.2. Contracts

7)a.2.a. Amendment to contract 2022 4400001038 with Al-Maa'uun Career Services

7)a.2.b. Amendment to contract 2022-13563 with Construction Results Corp

7)a.2.c. Amendment to contract 2022-4400001125 with David Hoy

7)a.2.d. Contract with Double Line Inc. (2022-4400001336)

7)a.2.e. Authorization to contract with Infinite Campus

7)a.2.f. Contract with Muska Electric Co (2022-13550)

7)a.2.g. Contract with Now Micro Inc. (2022-4400001299)

7)a.2.h. Amendment to contract 2022-13544 with Pope Architects

7)a.2.i. Amendment to contract 2022-4400001073 with Ratwik, Roszak & Maloney

7)a.2.j. Contract with Sheehy Construction (2022-13571)

7)a.2.k. Contract with Somali Success School (2022-4400001338)

7)a.3. Resolutions

7)a.3.a. Resolution Approving Safe Routes to School (SRTS) Boost Grant (2022-0025)

7) a.3.b. Resolution authorizing a property easement at Bryn Mawr and Anwatin schools (2022-0027)

7) a.3.c. Resolution of Support for 2022-2023 Minnesota GreenCorps Host Site Application (2022-0026)

7) b. Renaming Jefferson as Ella Baker (2022-0023)

7) c. Renaming Sheridan as Las Estrellas (2022-0024)

7) d. Approving the Minneapolis Board of Education Election Districts (2022-0021)

7) e. Approving the designation of election precinct boundaries and polling place locations (2022-0022)

8) **New Business**

8) a. Announcing a timeline to fill a vacant at-large school board director seat

8) b. Announcing a timeline to appoint an interim superintendent

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

10) **Adjournment**

Minneapolis Public Schools – Board of Education
Special School District No. 1
Business Meeting
February 8, 2022

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met in a regular annual meeting at the John B. Davis Educational Services Center February 8, 2022, commencing at 5:30 pm. Chair Ellison called the meeting to order.

I. ROLL CALL

Present: Directors: Jenny Arneson, Sharon El-Amin, Siad Ali, Adriana Cerrillo, Nelson Inz, Ira Jourdain, Kimberly Caprini, Kim Ellison, Student Representative Wesson, Student Representative Rance (not on dais) - Superintendent Ed Graff – 11

II. APPROVAL OF THE AGENDA

MOTION: Director Arneson moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Agenda for February 8, 2022. Motion to approve the agenda was put to a vote and carried out unanimously.

III. ACCEPTANCE OF MINUTES

MOTION: Director Inz moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Minutes for January 11 and January 31, 2022. Motion to approve the Minutes was put to a vote and carried out unanimously.

IV. INTRODUCTION OF 2022 BOARD STUDENT REPRESENTATIVES

- Jake Wesson
- Kennedy Rance

V. PUBLIC COMMENTS

Comments played via voicemail
Comments given in-person

VI. RECESS – Board took a 15- minute Recess

VII. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

- Remarks from Superintendent on the recent events in the community, welcoming of student representatives, recognition of students' return to school.
- Update on continued bargaining with employee groups
- Remarks on Black History Month including art display called Resilience in Action and upcoming events
- Recognized teachers Ed Barlow and Aberdeen Rodriguez who have both been nominated for Teacher of the Year.

- Recognized Jeannett Vyhanek who has been named Minnesota Middle School Counselor of the Year by the Minnesota School Counselor Association.
- Superintendent Graff shared that MPS has received the official submission from two schools for recommended new school names that are being reviewed and forwarded to the Board for approval next month. Jefferson's recommended name is Ella Baker and Sheridan's is Las Estrellas.

VIII. ACTION ITEMS BY THE BOARD OF EDUCATION

A. Approval of Consent Agenda

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the Superintendent's contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

1. *Personnel Items*
   a) *Personnel List A*
   b) *Personnel List B*
2. *Contracts Requiring Board of Education Approval*
   a. *Amendment to contract 2021-4400000548 with American Indian OIC Takoda Prep*
   b. *Amendment to contract 2022-13420 with Bille Bus Transportation, Inc*
   c. *Amendment to contract 2022-13445 with Busch Architects, Inc*
   d. *Authorization to contract with Carlson's Piano World*
   e. *Contract with Connecting Point (2022-4400001291)*
   f. *Amendment to contract (2022-13441) with Construction Results Corp*
   g. *Contract with Construction Results Corp (2022-13414)*
   h. *Amendment to contract 2022-13418 with Great Lake Transportation*
   i. *Contract with Heartland Business Systems, LLC (2022-4400001267)*
   j. *Authorization to contract with Insight Public Sector (not to exceed $507,000)*
   k. *Authorization to contract with Insight Public Sector (not to exceed $159,000)*
   l. *Amendment to contract 2021-4400001071 with the Legal Rights Center*
   m. *Amendment to contract 2021-4400000544 with Nawayee Center School*
   n. *Contract with NowMicro Inc (2022-4400001295)*
   o. *Amendment to contract 2022-13432 with Professional Wireless Comm*
   p. *Contract with Rochon Corporation (2022-13429)*
   q. *Contract with Shaw Lundquist (2022-13435)*
   r. *Contract with Sheehy Construction (2022-13430)*
3. *Agreements*
   a. *Amendment to lease with the City of Minneapolis for space at FAIR High School*
   b. *Memorandum of Agreement with Youth Coordinating Board (2022-4400001293)*
   c. *Amendment to an existing MOU with City of Minneapolis Health Department*

MOTION: Director Caprini moved, seconded by Director Inz, that the Board of Education, Special School District No. 1, approve the consent agenda and adopt the

recommendations as presented by the Superintendent. The motion to approve the consent agenda was put to a vote and carried out unanimously.

B. APPROVING THE MINNEAPOLIS PUBLIC SCHOOLS STRATEGIC PLAN FOR SCHOOL YEARS 2022-2023 TO 2026-2027

WHEREAS, *Long-range strategic plans with clearly articulated goals and conditions necessary for success, provide an important map for staff and the community of how the district will fulfill its mission, vision, and commitments; and*

WHEREAS, *Minnesota law requires that school districts have a strategic plan aligned to the state's goals of having the "World's Best Workforce"; and*

WHEREAS, *a formal process to develop the plan began at a Board retreat in August 2021 and was on the agenda of several business and discussion board meetings between August 2021 and February 2022; and*

WHEREAS, *a significant amount of community feedback has been provided over the course of the past several years from a variety of methods including, but not limited to surveys, participatory evaluation, focus groups, community listening sessions; and*

WHEREAS, *the Board has provided leadership direction and feedback throughout the development of the plan.*

NOW, THEREFORE BE IT RESOLVED, *that the Board of Directors of Special School District No. 1, hereby adopts the recommended strategic plan (2022-0015A), effective July 1, 2022 through June 30, 2027; and*

FURTHER, BE IT RESOLVED *that the Policy Committee revise all impacted policies and bring forward revisions for Board action; and*

FINALLY, BE IT RESOLVED *that the Superintendent shall communicate the plan, insert targets and conditions once ready, report regularly to the Board on progress, and bring forward aligned budget requests and other action needed to achieve plan goals.*

MOTION: Director Caprini moved, seconded by Director Ellison that the Board of Education, Special School District No. 1, approve the Strategic Plan. The motion to approve the resolution was put to a vote and carried out by majority.

Director	Yay	Nay
Arneson	X	
El-Amin		X
Ali	X	
Cerrillo		X
Inz	X	
Jourdain		X
Caprini	X	
Pauly	Not present	
Ellison	X	

C. APPROVAL OF SCHOOL CALENDARS (SCHOOL YEARS 2022-2023, 2023-2024, AD 2024-2025) – ATTACHMENT 1

MOTION: Director Ellison moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve calendar option 2 (attached). The motion to approve the calendars was put to a vote and carried out by majority.

Director	Yay	Nay
Arneson	X	
El-Amin	X	
Ali	X	
Cerrillo	X	
Inz	X	
Jourdain		X
Caprini	X	
Pauly	Not present	
Ellison	X	

IX. NEW BUSINESS - NONE

X. REPORTS FROM BOARD OF EDUCATION DIRECTORS

- Remarks given by Directors Inz, Caprini, Arneson, Wesson, Ali, and Ellison

XI. ADJOURNMENT

Chair Ellison adjourned the meeting at 7:40 p.m.

Attachment 1

Proposed School Calendar Option 2

- No school on two added staff professional development days
- No school on portions of significant certain observations (Eid al-Fitr*, Rosh Hashanah, Yom Kippur, and Eid al-Adha*) when they fall on days during the regular school year when school would otherwise be in session

	SY22-23 *(171 instructional days)*	**SY23-24** *(171 instructional days)*	**SY24-25** *(171 instructional days)*
First Day of School	9/6/22 (Grades 1-12) 9/8/22 (PreK-K)	9/5/23 (Grades 1-12) 9/7/23 (PreK-K)	9/3/24 (Grades 1-12) 9/5/24 (PreK-K)
Last Day of School	6/15/23	6/14/24	6/11/25
MEA Break	10/20/22 - 10/21/22	10/19/23 - 10/20/23	10/17/24 - 10/18/24
Winter Break	12/19/22 - 12/30/22	12/18/23 - 12/29/23	12/23/24 - 1/3/25
Spring Break	4/3/23 - 4/7/23	4/1/24 - 4/5/24	3/31/25 - 4/4/25
Other Days with No School	9/26/22 10/5/22, 10/19/22 11/4/22, 11/23/22 - 11/25/22, 12/9/22 1/16/23, 1/27/23 2/20/23 - 2/21/23 3/3/23, 3/31/23 5/29/23	9/25/23 10/18/23 11/3/23, 11/22/23 - 11/24/23 12/8/23 1/1/24, 1/15/24, 1/26/24 2/19/24 - 2/20/24 3/1/24, 3/29/24 4/10/24 5/27/24	10/3/24, 10/16/24 11/1/24, 11/27/24 - 11/29/24 12/13/24 1/20/25, 1/24/25 2/17/25 - 2/18/25, 2/28/25 3/28/25 5/26/25

*The dates of these days are subject to change by Board action, which would be done prior to the start of the school year.

Attachment 1

2022-2023 Draft District Calendar

Option 2 - 2 New PD Days Mid Q 1/2 and Additional Non-Student Contact Days

DRAFT

June 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	**21**	**22**	**23**	24	25
26	**27**	**28**	**29**	**30**		

20 - Juneteenth

June 21 - July 28- Summer School (Fridays off)

July 2022

S	M	T	W	T	F	S
					1	2
3	**4**	**5**	**6**	**7**	8	9
10	**11**	**12**	**13**	**14**	15	16
17	**18**	**19**	**20**	**21**	22	23
24	**25**	**26**	**27**	**28**	29	30
31						

4 - Independence Day

June 20 - July 28- Summer School (Fridays off)

August 2022

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022

S	M	T	W	T	F	S
				1	2	3
4	**5**	**6**	7	**8**	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	**26**	27	28	29	30	

5 - Labor Day

6 - First day of school (1-12)

8 - First day ofschool (PreK-K)

26 - Rosh Hashanah

October 2022

S	M	T	W	T	F	S
						1
2	3	4	**5**	6	7	8
9	10	11	12	13	14	15
16	17	18	**19**	**20**	**21**	22
23	24	25	26	27	28	29
30	31					

5 -Yom Kippur

19 - Family/Teacher Conferences

20 - State Conference Day (MEA)

21 - Conference Conversion Day

November 2022

S	M	T	W	T	F	S
		1	2	3	**4**	5
6	**7**	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	**23**	**24**	**25**	26
27	28	29	30			

4 - Teacher Record Keeping Day

7 - Second Quarter Begins

23-25 - Thanksgiving Holiday

December 2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	**9**	10
11	12	13	14	15	16	17
18	**19**	**20**	**21**	**22**	**23**	24
25	**26**	**27**	**28**	**29**	**30**	31

9 - PD Day

Dec. 19 - 30 - Winter Recess

January 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	**27**	28
29	**30**	31				

16 - Martin Luther King Jr. Day

27 - Teacher Record Keeping Day

30 - Third Quarter Begins

February 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	**21**	22	23	24	25
26	27	28				

20 - President's Day

21- Family/Teacher Conferences

March 2023

S	M	T	W	T	F	S
			1	2	**3**	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	**30**	**31**	

3 - PD Day

30 - End of Third Quarter

31 - Teacher Record Keeping Day

April 2023

S	M	T	W	T	F	S
						1
2	**3**	**4**	**5**	**6**	**7**	8
9	**10**	11	12	13	14	15
16	17	18	19	20	21	**22**
23	24	25	26	27	28	29
30						

3-7 - Spring Break

10 - Fourth Quarter Begins

May 2023

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	**29**	30	31			

29 - Memorial Day

June 2023

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11	12	13	**14**	**15**	**16**	17
18	**19**	**20**	**21**	**22**	23	24
25	**26**	**27**	**28**	**29**	30	

14 - Graduation

15- Last Day for PreK-12

19 - Juneteenth

July 2023

S	M	T	W	T	F	S
						1
2	**3**	**4**	**5**	**6**	7	8
9	**10**	**11**	**12**	**13**	14	15
16	**17**	**18**	**19**	**20**	21	22
23	**24**	**25**	**26**	**27**	28	29
30	31					

4 - Independence Day

June 20 - July 27- Summer School (Fridays off)

Students Not In School **Summer School** **Weekends**

171 Student Contact Days

NOT FOR DISTRIBUTION

Attachment 1

2023-2024 Draft District Calendar

Option 2 - 2 New PD Days Mid Q 1/2 and Additional Non-Student Contact Days

DRAFT

June 2023

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	**20**	**21**	**22**	23	24
25	**26**	**27**	**28**	**29**	30	

19- Juneteenth

June 20 - July 27- Summer School (Fridays off)

July 2023

S	M	T	W	T	F	S
						1
2	**3**	**4**	**5**	**6**	**7**	8
9	**10**	**11**	**12**	**13**	14	15
16	**17**	**18**	**19**	**20**	21	22
23	**24**	**25**	**26**	**27**	28	29
30	31					

4 - Independence Day

June 20 - July 27 - Summer School (Fridays off)

August 2023

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023

S	M	T	W	T	F	S
					1	2
3	**4**	**5**	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	**25**	26	27	28	29	30

4- Labor Day

5 - First day of school (1-12)

7 - First day ofschool (PreK-K)

25-Yom Kippur

October 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	**18**	**19**	**20**	21
22	23	24	25	26	27	28
29	30	31				

18 - Family/Teacher Conferences

19 - State Conference Day (MEA)

20 - Conference Conversion Day

November 2023

S	M	T	W	T	F	S
			1	2	**3**	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	**22**	**23**	**24**	25
26	27	28	29	30		

3 - Teacher Record Keeping Day

6- Second Quarter Begins

22-24 - Thanksgiving Holiday

December 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	**8**	9
10	11	12	13	14	15	16
17	**18**	**19**	**20**	**21**	**22**	23
24	**25**	**26**	**27**	**28**	**29**	30
31						

8 - PD Day

Dec. 18 - 29 - Winter Recess

January 2024

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	**26**	27
28	**29**	30	31			

1 - New Year's Day

15 - Martin Luther King Jr. Day

25 - Teacher Record Keeping Day

26- Third Quarter Begins

February 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	**20**	21	22	23	24
25	26	27	28	29		

19 - President's Day

20- Family/Teacher Conferences

March 2024

S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	**28**	**29**	30
31						

1 - PD Day

28 - End of Third Quarter

29 - Teacher Record Keeping Day

April 2024

S	M	T	W	T	F	S
	1	**2**	**3**	**4**	**5**	6
7	8	9	**10**	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	**27**
28	29	30				

1-5 - Spring Break

8- Fourth Quarter Begins

10 -Eid al-Fitr

May 2024

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	**27**	28	29	30	31	

27 - Memorial Day

June 2024

S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	**13**	**14**	15
16	**17**	**18**	**19**	**20**	21	22
23	**24**	**25**	**26**	**27**	28	29
30						

13- Graduation

14 - Last Day for PreK-12

19 - Juneteenth

July 2024

S	M	T	W	T	F	S
	1	**2**	**3**	**4**	5	6
7	**8**	**9**	**10**	**11**	12	13
14	**15**	**16**	**17**	**18**	19	20
21	**22**	**23**	**24**	**25**	26	27
28	29	30	31			

4 - Independence Day

June 17 - July 25- Summer School (Fridays off)

Students Not In School **Summer School** **Weekends**

171 Student Contact Days

NOT FOR DISTRIBUTION

Attachment 1

2024-2025 Draft District Calendar

Option 2 - 2 New PD Days Mid Q 1/2 and Additional Non-Student Contact Days

DRAFT

June 2024

S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	**12**	**13**	14	15
16	**17**	**18**	**19**	**20**	21	22
23	**24**	**25**	**26**	**27**	28	29
30						

19 - Juneteenth

June 17 - July 25- Summer School (Fridays off)

July 2024

S	M	T	W	T	F	S
	1	**2**	**3**	**4**	5	6
7	**8**	**9**	**10**	**11**	12	13
14	**15**	**16**	**17**	**18**	19	20
21	**22**	**23**	**24**	**25**	26	27
28	29	30	31			

4 - Independence Day

June 17 - July 25- Summer School (Fridays off)

August 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024

S	M	T	W	T	F	S
1	**2**	**3**	4	**5**	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2- Labor Day

3- First day of school (1-12)

5 - First day ofschool (PreK-K)

October 2024

S	M	T	W	T	F	S
		1	2	**3**	4	5
6	7	8	9	10	11	12
13	14	15	**16**	**17**	**18**	19
20	21	22	23	24	25	26
27	28	29	30	31		

3 - Rosh Hashanah

16 - Family/Teacher Conferences

17 - State Conference Day (MEA)

18 - Conference Conversion Day

November 2024

S	M	T	W	T	F	S
					1	2
3	**4**	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	**27**	**28**	**29**	30

1 - Teacher Record Keeping Day

4- Second Quarter Begins

27-29- Thanksgiving Holiday

December 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	**13**	14
15	16	17	18	19	20	21
22	**23**	**24**	**25**	**26**	**27**	28
29	**30**	**31**				

13 - PD Day

Dec. 23 - Jan 3 - Winter Recess

Dec. 23 - Jan 3 - Winter Recess

20 - Martin Luther King Jr. Day

24 - Teacher Record Keeping Day

27 - Third Quarter Begins

January 2025

S	M	T	W	T	F	S
			1	**2**	**3**	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	21	22	23	**24**	25
26	**27**	28	29	30	31	

17- President's Day

18- Family/Teacher Conferences

28- PD Day

February 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	**17**	**18**	19	20	21	22
23	24	25	26	27	**28**	

27 - End of Third Quarter

28 - Teacher Record Keeping Day

Mar 31 - Apr. 4 - Spring Break

31 -Eid al-Fitr

March 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	**27**	**28**	29
30	**31**					

Mar 31 - Apr. 4 - Spring Break

7 - Fourth Quarter Begins

April 2025

S	M	T	W	T	F	S
		1	**2**	**3**	**4**	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	**26**
27	28	29	30			

26 - Memorial Day

May 2025

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	**26**	27	28	29	30	31

10- Graduation

11- Last Day for PreK-12

19 - Juneteenth

June 2025

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	**10**	**11**	12	13	14
15	**16**	**17**	**18**	**19**	20	21
22	**23**	**24**	**25**	**26**	27	28
29	**30**					

4 - Independence Day

June 16 - July 24- Summer School (Fridays off)

July 2025

S	M	T	W	T	F	S
		1	**2**	**3**	4	5
6	**7**	**8**	**9**	**10**	11	12
13	**14**	**15**	**16**	**17**	18	19
20	**21**	**22**	**23**	**24**	25	26
27	28	29	30	31		

Students Not In School **Summer School** **Weekends**

171 Student Contact Days

NOT FOR DISTRIBUTION

Minneapolis Public Schools

List A: All Employees: Tuesday, April 12, 2022

Hiring - Licensed

Noelia Aranda Miguel	Sheridan Elementary	Teacher, Special Education	3/14/2022
Lauren Elizabeth Bahe	Whittier Elementary	Teacher, Social Worker	2/28/2022
Ann Linda Dohrmann	Health Services	Teacher, School Nurse	8/15/2021
Benjamin A Drewelow	Transition Plus	Teacher, Technology	3/1/2022
JESSICA Elizabeth DRISCOLL	Marcy Elementary	Teacher, TOSA Differentiation Specialist	3/1/2022
Sara Walker Etzel	STEM/CTE	Teacher, TOSA General	1/31/2022
Cynthia M Hanson-Best	Howe Elementary	Teacher, Special Education	1/31/2022
Dao Her	Olson Middle	Teacher, B/B (Hmong) ESL/ELL	2/14/2022
Colin Edward Klein	Harrison Education Center	Teacher, School Nurse	3/28/2022
Antonette Lisa Koons	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	3/7/2022
Paul Vernon McNamee	Northeast Middle	Teacher, Art	2/1/2022
Mary Ann Saurino	Webster Elementary	Teacher, Elementary	1/28/2022
Justin Philip Spooner	Jefferson Elementary	Teacher, Building Reserve	2/28/2022
Amber Ehe Stromme	Health Services	Teacher, School Nurse	2/14/2022
June Ann Thiemann	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	2/22/2022
Bill Vang	Henry High	Teacher, World Languages (Hmong)	2/7/2022

Hiring - Non Licensed

Jacob Lawrence Abel	CWS, Site Group 5	Food Service Coordinator II	3/22/2022
Sofia A Ali	CWS, Site Group 3	Food Service Assistant	3/17/2022
Jalen Rayjuan-Gerard Barnes-Bacon	FAIR High	Security Monitor	2/7/2022
Veronica Villarreal Barrientez	Howe Elementary	Health Services Assistant	3/22/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, April 12, 2022

Hiring - Non Licensed

Durond M Bell	Engineers, Zone 2	Custodian	3/8/2022
Jacob N Bexell	Edison High	Special Education Assistant	2/8/2022
Alec M Blackwell	CWS, Site Group 4	Food Service Coordinator II	3/8/2022
Elena Susan Bologna	Whittier Elementary	Associate Educator	2/8/2022
Travis Daniel Bonovsky	CWS, Wellness	Graphic Artist	2/8/2022
Sharon Elaine Brooks Green	Teaching & Learning	Family & Community Liaison (ESP)	3/29/2022
Richard Germaine Burton	Engineers, Zone 1	Custodian	3/22/2022
Tamara F Campbell	CWS, Site Group 5	Food Service Assistant	2/17/2022
Taylor James Cofield	Pillsbury Elementary	Special Education Assistant	2/8/2022
Maimouna Coulibaly	Seward Elementary	Special Education Assistant	3/8/2022
Maya Michele DesMarais	MPS Deaf/Hard of Hearing	Special Education Assistant	2/8/2022
JUAN AMBROSIO DIAZ SANCHEZ	Sheridan Elementary	Associate Educator	3/29/2022
Brenda Marzen Dickel	Andersen Middle	Associate Educator	2/22/2022
Breanna Marie Duggan	Cityview Elementary	Special Education Assistant	2/22/2022
Katherine Joy Fredrikson	Minneapolis Kids	Child Care Assistant	2/22/2022
Julia Alexandra Furness Rubio	Sheridan Elementary	Associate Educator	2/8/2022
Janeth Angelica Galarza Lopez	Sheridan	Special Education Assistant	1/27/2022
Madeline Wei Langan Geitz	Research, Evaluation, Assessment & Acct	Evaluation Specialist	1/28/2022
Isabelle Grace Genis	Lyndale Elementary	Associate Educator	2/22/2022
Rachel Evelyn Gilbertson	Windom Elementary	Special Education Assistant	2/16/2022
ROB K GRIFFIN	Justice Page Middle	Associate Educator	3/14/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, April 12, 2022

Hiring - Non Licensed

Jason T Hardwig	FAIR High	Associate Educator	2/14/2022
Jamie S Harris	CWS, Wellness	Coordinator, Student Wellness	4/19/2022
Brie Anna Marion Hemphill	Roosevelt High	Special Education Assistant	3/8/2022
Joshua J Hermerding	Webster Elementary	Special Education Assistant	2/8/2022
Penntrey L Hutson	FAIR High	Special Education Assistant	3/8/2022
Parvin Jaipat	South High	Special Education Assistant	2/8/2022
Alexander Benjamin Johnson	Engineers, Zone 1	Custodian	4/19/2022
Stacey Lynette Joyner	Early Childhood Education	Executive Director, Early Child. Educat.	2/1/2022
Mohamed M Khayre	Transportation	School Bus Driver In Training	3/29/2022
Lillie King	Engineers, Zone 2	Custodian	2/8/2022
Heather Jeanette La Croix	Northeast Middle	Special Education Assistant	2/28/2022
Linda Marie LaPointe	Anishinabe Academy Elementary	Special Education Assistant	3/8/2022
Sarah E Larson	Olson Middle School	Special Education Assistant	1/28/2022
Britney Ann Leanos	SEA Cadre	Special Education Assistant	3/22/2022
TeraNay Regine Lee	Jenny Lind Elementary	Special Education Assistant	3/1/2022
Thong Lee	Jenny Lind Elementary	Special Education Assistant	2/8/2022
Jalonda Paige Lewis	CWS, Site Group 4	Food Service Assistant	3/17/2022
Marlin Vinzarno Lewis	Franklin Middle	Special Education Assistant	2/8/2022
Brian S Maharaj	Engineers, Zone 2	Custodian	2/8/2022
Amontae Marquise Manson	Engineers, Zone 2	Custodian	4/5/2022
Jermaine Walter Marshall	Pillsbury Elementary	Special Education Assistant	2/8/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, April 12, 2022

Hiring - Non Licensed

Laura May R Mcmillan	Minneapolis Kids	Child Care Assistant	2/8/2022
Sean Alexander McPherson	KBEM Radio	Radio Station Music Director	3/22/2022
Christopher Matthew Meggitt	Engineers, Zone 2	Custodian	3/8/2022
Jason Antonio Mercado	Edison High	Special Education Assistant	2/3/2022
ROBERT A MESTAS SR	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	3/22/2022
Hawa Abdi Moallin	Lyndale Elementary	Associate Educator	1/13/2022
Amaree Ezaiah Mohamed	Folwell Elementary	Special Education Assistant	2/28/2022
Dontrell S Moore	River Bend Education Center	Special Education Assistant	2/28/2022
Faiza Ali Muse	CWS, Site Group 1	Food Service Assistant	2/17/2022
Devonta D Nelson	Engineers, Zone 2	Custodian	4/5/2022
William J Nelson	AVID Tutors	AVID Assistant	2/8/2022
Kaochi Pha	Talent Acquisition	Human Resources Consultant	2/16/2022
Ashely Renee Lynn Reese	Washburn High	School Secretary, Senior	2/2/2022
Alison T Reynolds	Anne Sullivan	Special Education Assistant	10/26/2021
Corjonna lasha Rice	Engineers, Zone 1	Custodian	2/8/2022
Semela Nadine Rice	Engineers, Zone 2	Custodian	2/22/2022
Etta Marie Riley	Transportation	School Bus Driver	2/8/2022
Alexandria Robeson Laponte	MPS Online 6-12	School Secretary	2/7/2022
Jordon James Rochelle	Engineers, Zone 1	Custodian	2/22/2022
Naima omar Said	Engineers, Zone 1	Custodian	3/8/2022
Taylar E Sain	River Bend Education Center	Special Education Assistant	2/8/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, April 12, 2022

Hiring - Non Licensed

Yoshanna Sankar	SEA Cadre	Special Education Assistant	3/8/2022
Fadumo Yahya Sharif	CWS, Site Group 4	Food Service Assistant	3/17/2022
Elizabeth Barnett Skogerboe	Finance	Project Coordinator, Finance	3/8/2022
Tulsia A Smedberg	Whittier Elementary	Special Education Assistant	3/8/2022
Navin S Solorzano O'Brien	District Communications Center	District Communication Ctr Specialist	3/22/2022
Aaron Stephens	Harrison Education Center	Special Education Assistant	2/1/2022
Romelle Monte Surratt	Engineers, Zone 1	Custodian	3/8/2022
Seyade Tadele	AVID Tutors	AVID Assistant	2/8/2022
Ian A Taylor	Sanford Middle	Office Assistant	2/28/2022
Julius Avery Thao	Engineers, Zone 2	Custodian	3/22/2022
Azhane Hydia LaShon Toney	Hall Academy Elementary	Associate Educator	3/9/2022
Kirsten Bansen Weigle	CWS, Wellness	Coordinator, Farm to School Program	4/4/2022
Earl Warren Whimper	CWS, Distribution	Truck Driver	3/28/2022
Toni A Williams	Transportation	School Bus Driver	3/28/2022
Kyue Michael Woods	Olson Middle	Special Education Assistant	2/8/2022

Discharges

Licensed

Non-Licensed

Custodian	03-10-2022	2022-4-ER-4914
Special Education Assistant	02-24-2022	2022-4-ER-4863

Probationary Separations

Licensed

Teacher	03-19-2022	2022-4-ER-4887
Teacher	04-04-2022	2022-4-ER-4918
Teacher	03-28-2022	2022-4-ER-4886

Licensed, Staff Reduction

Non-Licensed

School Bus Driver	03-08-2022	2022-4-ER-4917
Associate Educator	04-12-2022	2022-4-ER-4890
Associate Educator	02-09-2022	2022-4-ER-4871
Associate Educator	04-11-2022	2022-4-ER-4957

Non-Licensed, Staff Reduction

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

AMENDMENT #2 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND AL-MAA'UUN CAREER SERVICES

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Al-Maa'uun Career Services dated 4/12/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Al-Maa'uun Career Services ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Al-Maa'uun Career Services ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001038

1. *Original contract amount:* $209,720.00
2. *Accumulative contract amount:* $434,720.000

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: 1.1 Description and 3.1 Total Obligation

Description:
1.1 Additional funds for district wide temporary custodians through temp agency

Facility Services Work = 50% Mark-up.

First shift $15.93/hour Pay - $23.90/Hour Bill
Second shift $16.53/hour pay - $24.80/Hour Bill

3.1 When increasing the PO $225,000.000 the District's total obligation to Al-Maa'uun Career Services for services shall not exceed $ 434,720.000 to cover cost through June 30, 2022.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Karen DeVet

Title: Senior Operations Officer

Date: _____

AL-MAA'UUN CAREER SERVICES:

Signature: _____

Name: Makram El-Amin

Title: Executive Director

Date: _____

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

Capital Planning, Construction & Maintenance Department

Construction Contract Change Order Cover Sheet

Project Information

Contractor	Construction Results Corporation	Date	3/25/2022
Project Name	Folwell School Secure Entrance and Kitchen Upgrade	Project No.	20FOLW001
Contract Approval Date:	4/13/2021	OP Number	21-2114

Summary

Original Contract Amount	$ 1,864,190.00	Date of Substantial Completion	8/13/2021
Board Authorized Amount	$1,864,190.00		

Summary of Previous Change Orders

Change Order #1	$	44,842.64
Change Order #2	$	43,488.23
Change Order #3	$	-
Change Order #4	$	-
TOTAL OF PREVIOUS CHANGE ORDERS	$	88,330.87

AMOUNT OF THIS CHANGE ORDER #	**3**	**$**	**17,851.43**

Additions to accommodate existing conditions and permit inspection requirements

TOTAL CHANGE ORDERS TO DATE	**$**	**106,182.30**
REVISED CONTRACT AMOUNT	**$**	**1,970,372.30**
REVISED DATE OF SUBSTANTIAL COMPLETION		9/2/2021
DATE OF BOARD ACTION		4/13/2021

Reviewed By: Diedra Geye — Project Manager — Date: 3/25/2022

Reviewed By: [signature] — Executive Director of Planning & Construction — Date: 3/29/2022

Approved By: _____ — Senior Operating Officer — Date: _____

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Change Order

PROJECT *(Name and address)*:
Folwell School
Secure Entrance and Kitchen Upgrades

TO CONTRACTOR *(Name and address)*:
Construction Results Corporation
14170 23rd Ave N.
Plymouth, MN 55447

CHANGE ORDER NUMBER: 003
DATE: 02/22/2022

ARCHITECT'S PROJECT NUMBER: 100318
CONTRACT DATE: 03/18/2021
CONTRACT FOR: General Construction

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Electrical changes. See attached summary and backup documentation.

The original Contract Sum was	$	1,864,190.00
The net change by previously authorized Change Orders	$	88,330.87
The Contract Sum prior to this Change Order was	$	1,952,520.87
The Contract Sum will be increased by this Change Order in the amount of	$	17,851.43
The new Contract Sum including this Change Order will be	$	1,970,372.30

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is 09/02/2021.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Wendel Architecture, PC (Wendel)	Construction Results Corporation	Minneapolis Public Schools Special School District No. 1
(Firm name)	*(Firm name)*	*(Firm name)*
401 2nd Avenue N, #206 Minneapolis, MN 55401	14170 23rd Ave N. Plymouth, MN 55447	1250 W. Broadway Ave. Minneapolis, MN 55411
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Dan Goemann, Project Manager	Vice President	
(Typed name)	*(Typed name)*	*(Typed name)*
02/22/2022	3/24/22	
DATE	DATE	DATE

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User Notes: (3B9ADA31)

Construction Results Corporation

Trusted Commercial & Industrial General Contractor

CHANGE ORDER REQUEST SUMMARY

CHANGE ORDER REQUEST #: 124
DATE: 2/8/2022
DESCRIPTION : Outstand Electrical Items
PROJECT : Folwell Secured Entry and Kitchen Upgrades
C.R.C. PROJECT : #6526

	Supervision and Project Management	Added FA devices that were missed during the design	Added FA devices in basement storage room	Extend POS cord.	Hardwire connection to ext. kithen equip	Relocate existing solar equip.		TOTALS	RATE	COST
LABOR (MAN-HOURS) :										
LABORER								0.000	$94.25	$0.00
LABORER - OVERTIME								0.000	$141.38	$0.00
CARPENTER -								0.000	$96.10	$0.00
CARPENTER - OVERTIME								0.000	$144.15	$0.00
SUPERINTENDENT								0.000	$125.00	$0.00
PROJECT MANAGER -								0.000	$125.00	$0.00
MATERIALS & EQUIPMENT :										
										$0.00
										$0.00
										$0.00
										$0.00
										$0.00
										$0.00
										$0.00
SUBCONTRACTORS :										
NAC		$ 10,872.00	$ 1,320.00	$ 510.00	$ 504.00	$ 3,462.00				$16,668.00
										$0.00
										$0.00
										$0.00
										$0.00
										$0.00

SUBTOTAL =	**$16,668.00**
10% OVERHEAD & FEE =	$0.00
5% OVERHEAD & FEE =	$833.40
BOND COST =	$350.03
TOTAL =	**$17,851.43**

1001 Labore Industrial Court, Suite B
Vadnais Heights, MN 55110

651-490-9868
651-490-1636 *fax*
nac-hvac.com

CHANGE ORDER REQUEST #3

GENERAL CONTRACTOR: Construction Results Corpotation

DATE: 09.30.21

EMAIL: carrie.tessmer@constructionresults.com

NAC JOB #: A3238DCH

PHONE: 763-559-1100

PROJECT NAME: Folwell School Secured Entrance

RFI: -

REQUEST DESCRIPTION: Added Fire Alarm devices that were missed during the design. Muksa presented this at meeting and these were approved to move forward.

CO: -

PR: -

CONTRACTOR				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
Muska	1	Flow & Tamper	5,687.30	5,687.30
Muska	1	Duct Detector	850.00	850.00
Muska	1	Lighting Control	694.42	694.42
Muska	1	Access Control	1,687.37	1,687.37
			Subtotal	8,919.09
			5%	446.00
			Contractor Total	$ 9,365.09

MATERIALS				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
	1	Material	185.00	185.00
				-
				-
				-
			Tax	15.00
			Shipping	20.00
			Subtotal	220.00
			10%	22.00
			Material Total	$ 242.00

LABOR				
COST CODE	HOURS	DESCRIPTION	RATE	EXTENDED
	10	Labor	115.00	1,150.00
				-
				-
				-
			Labor Subtotal	1,150.00
			10%	115.00
			Labor Total	$ 1,265.00
			Change Order Sub-Total	$ 10,872.09
			Bonds 1.35%	
			Change Order Total	**$ 10,872.09**

Please Sign and Return for Work to be started:

Submitted by: Dan Christianson

Authorized by: _____

Muska Companies SINCE 1919 | ELECTRIC TECHNOLOGIES PLUMBING

Proposal Request Form

		Date:	7/21/2021
Project Name:	Folwell	**PCO # :**	XXX
System Description:	Fire Detection and Alarm - 28 31 00	**PR # :**	RFI#036.1

CO Description:	Pricing to demo existing and add flow and tamper monitoring as per below.
	add monitoring for (7) flows and (7) tampers total of (14) modules.
	EP101 (2), EP103 (2), EP111 (2), EP113 (2), EP121 (2), EP131 (4)

1. Materials						$ 1,820.00	see breakdown pg2
2. Sales Tax (included)	8.000%					$145.60	
3. Material OH/P	10%					$182.00	
4. Truck Charge						$202.50	
5. Subtotal Material/Truck		sum of lines 1, 2, 3 & 4					$2,350.10
6. Journeyman Labor	9.00	Hours @	$78.00	per hour		$702.00	
7. Technician Labor	9.00	Hours @	$88.00	per hour		$792.00	
8. Foreman Labor (working)	13.50	Hours @	$96.00	per hour		$1,296.00	
9. Superintendent/PM Labor	1.00	Hours @	$120.00	per hour		$120.00	
10. Labor OH/P	10%					$291.00	
11. Subtotal Labor		sum of lines 6, 7, 8 & 9					$3,201.00
12. Tools & Equipment	3%	sum of lines 6, 7 & 8				$83.70	
13. Specialty Tools						$0.00	
14. Freight & Transportation						$20.00	
15. Subcontractor Programming BanKoe						$0.00	
16. Material Handling/Freight						$30.00	
17. Lift Equipment Rental						$0.00	
18. Additional Bond Premium						$0.00	
19. Expense OH/P	5%	of lines 13,14,15,16,17&18				$2.50	
20. Subtotal Expense		sum of lines 12-19					$136.20
Total Price of Change							**$5,687.30**

Prices subject to cost changes if not accepted in **10** days.
Additional contract time required for this change is **0** additional work day(s)

Muska Companies

Stu Gilbert
Project Manager

Owner / GC

Signature:

Print Name:

*Please return approved CO to Muska to proceed with changes

Muska Companies SINCE 1919 | ELECTRIC TECHNOLOGIES PLUMBING

Proposal Request - Material Breakdown

		Date:	7/21/2021
Project Name:	Folwell	**PCO # :**	XXX
System Description:	Fire Detection and Alarm - 28 31 00	**PR # :**	RFI#036.1

QTY	MFG	MODEL #	DESCRIPTION	COST	TOTAL
Material Breakdown					
14	XXX	XXX	18 gauge THHN	$25.00	$ 350.00
14	Edwards	CT1	Monitoring Module	$105.00	$ 1,470.00
					$ -
					$ -
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					$ -
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				Total	$ 1,820.00

Muska Companies SINCE 1919 | ELECTRIC TECHNOLOGIES PLUMBING

Proposal Request Form

		Date:	7/21/2021
Project Name:	Folwell	**PCO # :**	XXX
System Description:	Fire Detection and Alarm - 28 31 00	**PR # :**	RFI#036.3

CO Description:	Pricing to demo add duct detection on RAHU #4 in attic as per below.
	Pricing is based of of predetermined unit pricing on bid day.
	Please see redlined drawings for device locations.

1. Materials
2. Sales Tax (included)
3. Material OH/P
4. Truck Charge
5. Subtotal Material/Truck
6. Journeyman Labor
7. Technician Labor
8. Foreman Labor (working)
9. Superintendent/PM Labor
10. Labor OH/P
11. Subtotal Labor
12. Tools & Equipment
13. Specialty Tools
14. Freight & Transportation
15. Subcontractor Programming
16. Material Handling/Freight
17. Lift Equipment Rental
18. Additional Bond Premium
19. Expense OH/P
20. Subtotal Expense

[redacted]

Total Price of Change **$850.00**

Prices subject to cost changes if not accepted in **10** days.
Additional contract time required for this change is **0** additional work day(s)

Muska Companies

Stu Gilbert
Project Manager

Owner / GC

Signature:

Print Name:

*Please return approved CO to Muska to proceed with changes

Muska Companies SINCE 1919 | ELECTRIC TECHNOLOGIES PLUMBING

Proposal Request Form

		Date:	7/21/2021
Project Name:	Folwell	**PCO # :**	XXX
System Description:	Fire Detection and Alarm - 28 31 00	**PR # :**	RFI#036.4

CO Description:	Pricing to add control relays to lighting and control for as per below.
	Add control for lighting in auditorium
	Please see redlined drawings for device locations.

1.	Materials					$ 150.00	see breakdown pg2
2.	Sales Tax (included)	8.000%				$12.00	
3.	Material OH/P	10%				$15.00	
4.	Truck Charge					$20.25	
5.	Subtotal Material/Truck		sum of lines 1, 2, 3 & 4				$197.25
6.	Journeyman Labor	1.00	Hours @	$78.00	per hour	$78.00	
7.	Technician Labor	1.25	Hours @	$88.00	per hour	$110.00	
8.	Foreman Labor (working)	1.00	Hours @	$96.00	per hour	$96.00	
9.	Superintendent/PM Labor	0.50	Hours @	$120.00	per hour	$60.00	
10.	Labor OH/P	10%				$34.40	
11.	Subtotal Labor		sum of lines 6, 7, 8 & 9				$378.40
12.	Tools & Equipment	3%	sum of lines 6, 7 & 8			$8.52	
13.	Specialty Tools					$0.00	
14.	Freight & Transportation					$15.00	
15.	Subcontractor Programming					$75.00	
16.	Material Handling/Freight					$15.00	
17.	Lift Equipment Rental					$0.00	
18.	Additional Bond Premium					$0.00	
19.	Expense OH/P	5%	of lines 13,14,15,16,17&18			$5.25	
20.	Subtotal Expense		sum of lines 12-19				$118.77
	Total Price of Change						**$694.42**

Prices subject to cost changes if not accepted in **10** days.
Additional contract time required for this change is **0** additional work day(s)

Muska Companies

Stu Gilbert
Project Manager

Owner / GC

Signature:

Print Name:

*Please return approved CO to Muska to proceed with changes

Muska Companies SINCE 1919 | ELECTRIC TECHNOLOGIES PLUMBING

Proposal Request - Material Breakdown

		Date:	7/21/2021
Project Name:	Folwell	**PCO # :**	XXX
System Description:	Fire Detection and Alarm - 28 31 00	**PR # :**	RFI#036.4

QTY	MFG	MODEL #	DESCRIPTION	COST	TOTAL
Material Breakdown					
1	XXX	XXX	18 gauge THHN	$25.00	$ 25.00
1	Edwards	CR	Control Relay	$125.00	$ 125.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
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					$ -
					$ -
					$ -
				Total	$ 150.00

Muska Companies | ELECTRIC TECHNOLOGIES PLUMBING

Proposal Request Form

		Date:	7/21/2021
Project Name:	Folwell	**PCO # :**	XXX
System Description:	Fire Detection and Alarm - 28 31 00	**PR # :**	RFI#036.5

CO Description:	Pricing to add control relays to access control control for as per below.
	Add control relays at (3) exterior doors for maglock/access control as well as CR at main Trove
	panel for access control in medai center data closet.
	Please see redlined drawings for device locations.

1.	Materials					$ 525.00	see breakdown pg2
2.	Sales Tax (included)	8.000%				$42.00	
3.	Material OH/P	10%				$52.50	
4.	Truck Charge					$58.50	
5.	Subtotal Material/Truck		sum of lines 1, 2, 3 & 4				$678.00
6.	Journeyman Labor	2.50	Hours @	$78.00	per hour	$195.00	
7.	Technician Labor	2.50	Hours @	$88.00	per hour	$220.00	
8.	Foreman Labor (working)	4.00	Hours @	$96.00	per hour	$384.00	
9.	Superintendent/PM Labor	0.50	Hours @	$120.00	per hour	$60.00	
10.	Labor OH/P	10%				$85.90	
11.	Subtotal Labor		sum of lines 6, 7, 8 & 9				$944.90
12.	Tools & Equipment	3%	sum of lines 6, 7 & 8			$23.97	
13.	Specialty Tools					$0.00	
14.	Freight & Transportation					$15.00	
15.	Subcontractor Programming					$0.00	
16.	Material Handling/Freight					$15.00	
17.	Lift Equipment Rental					$0.00	
18.	Additional Bond Premium					$0.00	
19.	Expense OH/P	5%	of lines 13,14,15,16,17&18			$1.50	
20.	Subtotal Expense		sum of lines 12-19				$55.47
	Total Price of Change						**$1,678.37**

Prices subject to cost changes if not accepted in **10** days.
Additional contract time required for this change is **0** additional work day(s)

Muska Companies

Stu Gilbert
Project Manager

Owner / GC

Signature:

Print Name:

*Please return approved CO to Muska to proceed with changes

Muska Companies SINCE 1919 | ELECTRIC TECHNOLOGIES PLUMBING

Proposal Request - Material Breakdown

		Date:	7/21/2021
Project Name:	Folwell	**PCO # :**	XXX
System Description:	Fire Detection and Alarm - 28 31 00	**PR # :**	RFI#036.5

QTY	MFG	MODEL #	DESCRIPTION	COST	TOTAL
Material Breakdown					
1	XXX	XXX	18 gauge THHN	$25.00	$ 25.00
4	Edwards	CR	Control Relay	$125.00	$ 500.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
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					$ -
					$ -
					$ -
				Total	$ 525.00

From: Jeffrey Hauswirth <JHauswirth@hallbergengineering.com>
Sent: Monday, August 9, 2021 8:54 AM
To: Dan Christianson; Dan Goemann
Cc: Jeff Skoog (Jeff.Skoog@constructionresults.com); Nate Bremer (nate.bremer@constructionresults.com)
Subject: Re: Folwell: returned RFI

It appears we have to move forward on 1,3,4,5 I'm waiting for response from Jason on item #2. I'll check with him this morning

Dan - call me to discuss

Get Outlook for iOS<https://aka.ms/o0ukef> _____
From: Dan Christianson <dchristianson@nac-hvac.com>
Sent: Monday, August 9, 2021 8:17 AM
To: Jeffrey Hauswirth
Cc: Jeff Skoog (Jeff.Skoog@constructionresults.com); Nate Bremer (nate.bremer@constructionresults.com)
Subject: FW: Folwell: returned RFI

Jeff H. - Please response ASAP to all open items in the drawings. Listed below are the categories pricing will follow. Please responds with which items (#1-#5) you want us to move forward with

1. Flow and Tampers
2. Exhaust Fans
3. Duct Detectors
4. Lighting control
5. Access Control

All the above listed items are listed in the attached drawings.

Dan Christianson
Project Manager

Cell: 651-280-5953
O: 651-490-9868 | F: 651-490-1636 | TF: 888-257-5248

dchristianson@nac-hvac.com | 24-hour service | website

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-----Original Message-----
From: Dan Christianson
Sent: Thursday, July 29, 2021 10:40 AM
To: Jeffrey Hauswirth <JHauswirth@hallbergengineering.com>
Subject: FW: Folwell: returned RFI

Jeff - This pricing has not been sent in yet, from my end. They are coming up with additional items that are needed.

Do you want Muska to show up in next meeting to go over this with us both?

Dan Christianson
Project Manager

Cell: 651-280-5953
O: 651-490-9868 | F: 651-490-1636 | TF: 888-257-5248

dchristianson@nac-hvac.com | 24-hour service | website

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-----Original Message-----
From: Chad McNitt <cmcnitt@muskacompanies.com>
Sent: Wednesday, July 28, 2021 9:26 AM
To: Dan Christianson <dchristianson@nac-hvac.com>
Subject: RE: Folwell: returned RFI

Dan,

I would have sent you this pricing a while ago, however we have been finding more and more devices that were missed during design. Instead of sending more additional RFI's I have simply broke out all the pricing separately and will be sending it all in at one time. I have also clouded and spotted all devices that were missed on the drawings. Please let me know as soon as these are approved so we can circle back around and address them.

Let me know if you want to talk through these or if you want me to attend next week's meeting to discuss.

Thank you,

Chad McNitt | Assistant Project Manager - Technology Systems Muska Companies | 1985 Oakcrest Ave. | Roseville, MN 55113
Office: 651-789-6025 | Cell: 651-302-2471
www.muskacompanies.com<http://www.muskacompanies.com>

-----Original Message-----
From: Dan Christianson <dchristianson@nac-hvac.com>
Sent: Tuesday, July 20, 2021 10:02 AM
To: Chad McNitt <cmcnitt@muskacompanies.com>
Subject: FW: Folwell: returned RFI

Dan Christianson
Project Manager

[https://nac-hvac.com/wp-content/uploads/2017/07/NAC_Color_logo..e.png]

Cell: 651-280-5953
O: 651-490-9868 | F: 651-490-1636 | TF: 888-257-5248

dchristianson@nac-hvac.com<mailto:dchristianson@nac-hvac.com> | 24-hour service<mailto:Service@nac-hvac.com> | website<http://www.nac-hvac.com/>

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From: Bonnie Rizzardi <brizzardi@nac-hvac.com>
Sent: Tuesday, July 20, 2021 10:01 AM
To: Dan Christianson <dchristianson@nac-hvac.com>; sgilbert@muskacompanies.com
Subject: Folwell: returned RFI

Attached.

Regards,

Bonnie Rizzardi
Assistant Project Manager, Project Engineer, M.E.
NAC Mechanical & Electrical Services
Direct: 651-255-3526 | O: 651-490-9868 | F: 651-490-1636 | TF: 888-257-5248 brizzardi@nac-hvac.com<mailto:brizzardi@nac-hvac.com> | 24-hour service<mailto:Service@nac-hvac.com> | website<http://www.nac-hvac.com/>
[https://nac-hvac.com/wp-content/uploads/2017/07/NAC_Color_logo..e.png] [Outlook Alerton Dealer of the Year Logo]

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Vadnais Heights, MN 55110

651-490-9868
651-490-1636 *fax*
nac-hvac.com

CHANGE ORDER REQUEST #4

GENERAL CONTRACTOR: Construction Results Corpotation

DATE: 09.30.21

EMAIL: carrie.tessmer@constructionresults.com

NAC JOB #: A3238DCH

PHONE: 763-559-1100

PROJECT NAME: Folwell School Secured Entrance

RFI: -

REQUEST DESCRIPTION: Added Fire Alarm devices in Basement Storage

CO: -

This pricing was based off of unit pricing.

PR: -

CONTRACTOR				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
				-
				-
				-
				-
			Subtotal	-
			5%	-
			Contractor Total	$ -

MATERIALS				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
	2	Unit Pricing	660.00	1,320.00
				-
				-
				-
			Tax	
			Shipping	-
			Subtotal	1,320.00
			10%	
			Material Total	$ 1,320.00

LABOR				
COST CODE	HOURS	DESCRIPTION	RATE	EXTENDED
				-
				-
				-
				-
			Labor Subtotal	-
			10%	-
			Labor Total	$ -
			Change Order Sub-Total	$ 1,320.00
			Bonds 1.35%	

Please Sign and Return for Work to be started:

Change Order Total $ 1,320.00

Submitted by: Dan Christianson

Authorized by: _____

Dan Christianson

From: Chad McNitt <cmcnitt@muskacompanies.com>
Sent: Wednesday, September 8, 2021 11:40 AM
To: Dan Christianson
Subject: Folwell - Storage Rm Notification Add CO#001

Dan,
Here is a note from the AHJ you can attached with the change order for the notification add to the storage room under the gym.

Thank you,

Chad McNitt | Project Manager – Technology Systems
Muska Companies | 1985 Oakcrest Ave. | Roseville, MN 55113
Office: 651-789-6025 | Cell: 651-302-2471
www.muskacompanies.com



From: Rudlong, Joshua L. <Joshua.Rudlong@minneapolismn.gov>
Sent: Wednesday, September 8, 2021 11:33 AM
To: Chad McNitt <cmcnitt@muskacompanies.com>; Schmoll, Jarrod W <jarrod.schmoll@minneapolismn.gov>
Subject: RE: [EXTERNAL] Folwell - Storage Rm Notification Add

Chad,
Per our discussion on 8/20/2021, I requested 2 speaker strobes in the lower level storage room be installed as there is no existing notification in this area, and notification is required.

Regards,
Josh Rudlong

Joshua Rudlong | Fire Inspector III | **City of Minneapolis – Inspection Services** | Cell: 612-599-4194 |
joshua.rudlong@minneapolismn.gov

From: Chad McNitt <cmcnitt@muskacompanies.com>
Sent: Wednesday, September 8, 2021 11:21 AM
To: Schmoll, Jarrod W <jarrod.schmoll@minneapolismn.gov>
Cc: Rudlong, Joshua L. <Joshua.Rudlong@minneapolismn.gov>
Subject: [EXTERNAL] Folwell - Storage Rm Notification Add

Jarrod and Josh,
When Josh was onsite covering for you he found a large storage room under the gym that did not have any notification in it. He requested that (2) speaker strobes be added, as this room is the size of the gym itself. Please send me a quick note for my records that per our discussion we must add (2) speaker strobes to the lower level storage room.

Thank you for your help with this.

Chad McNitt | Project Manager – Technology Systems
Muska Companies | 1985 Oakcrest Ave. | Roseville, MN 55113
Office: 651-789-6025 | Cell: 651-302-2471
www.muskacompanies.com



[EXTERNAL] This email originated from outside of the City of Minneapolis. Please exercise caution when opening links or attachments.

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651-490-9868
651-490-1636 *fax*
nac-hvac.com

CHANGE ORDER REQUEST #6

GENERAL CONTRACTOR: Construction Results Corpotation

DATE: 09.30.21

EMAIL: carrie.tessmer@constructionresults.com

NAC JOB #: A3238DCH

PHONE: 763-559-1100

PROJECT NAME: Folwell School Secured Entrance

RFI: -

REQUEST DESCRIPTION: Extend Point of Sale Cord.

CO: -

PR: -

CONTRACTOR				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
				-
				-
				-
				-
			Subtotal	-
			5%	-
			Contractor Total	$ -

MATERIALS				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
	1	Material	95.00	95.00
				-
				-
				-
			Tax	8.00
			Shipping	15.00
			Subtotal	118.00
			10%	12.00
			Material Total	$ 130.00

LABOR				
COST CODE	HOURS	DESCRIPTION	RATE	EXTENDED
	3	Labor	115.00	345.00
				-
				-
				-
			Labor Subtotal	345.00
			10%	35.00
			Labor Total	$ 380.00
			Change Order Sub-Total	$ 510.00
			Bonds 1.35%	
			Change Order Total	**$ 510.00**

Please Sign and Return for Work to be started:

Submitted by: Dan Christianson

Authorized by: _____

Dan Christianson

From: Jeffrey Hauswirth <JHauswirth@hallbergengineering.com>
Sent: Monday, September 13, 2021 7:35 AM
To: Erich Davis
Cc: Dan Christianson
Subject: FW: [EXTERNAL] Point of sale

Eric,
Can you extend the power cord to reach?

Thanks
Jeff

From: Jeffrey Hauswirth
Sent: Monday, September 13, 2021 7:34 AM
To: 'Diedra Geye' <Diedra.Geye@mpls.k12.mn.us>
Subject: RE: [EXTERNAL] Point of sale

Yes, we can extend the outlet cord.

From: Diedra Geye [mailto:Diedra.Geye@mpls.k12.mn.us]
Sent: Friday, September 10, 2021 4:01 PM
To: Jeffrey Hauswirth <JHauswirth@hallbergengineering.com>
Subject: FW: [EXTERNAL] Point of sale

See below

From: Erich Davis <edavis@nac-hvac.com>
Sent: Friday, September 10, 2021 1:58 PM
To: Diedra Geye <Diedra.Geye@mpls.k12.mn.us>
Subject: [EXTERNAL] Point of sale

The point-of-sale counter is about 2 feet short to reaching receptacle. My recommendation is to lengthen the cord by 2 feet to reach the receptacle at the end of the salad bar.



Erich Davis
Field Representative

NAC
Mechanical & Electrical Services | CHPCombustion Heat & Power A division of NAC

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edavis@nac-hvac.com

Cell 651.724.3169

Fax 651.490.1636

Main 651.490.9868

For 24 hour service email service@nac-hvac.com or call 651.490.9868

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CHANGE ORDER REQUEST #7

GENERAL CONTRACTOR: Construction Results Corpotation

DATE: 09.30.21

EMAIL: carrie.tessmer@constructionresults.com

NAC JOB #: -

PHONE: 763-559-1100

PROJECT NAME: Folwell School Secured Entrance

RFI: -

REQUEST DESCRIPTION: Provide and install hardwired connection to the Existing Alto-sham kitchen equipment and eliminate the GFI, which caused unit to "trip"

CO: -

PR: -

CONTRACTOR				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
				-
				-
				-
				-
			Subtotal	-
			5%	-
			Contractor Total	$ -

MATERIALS				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
	1	Material	80.00	80.00
				-
				-
				-
			Tax	6.00
			Shipping	20.00
			Subtotal	106.00
			10%	11.00
			Material Total	$ 117.00

LABOR				
COST CODE	HOURS	DESCRIPTION	RATE	EXTENDED
	3	Labor	115.00	345.00
				-
				-
				-
			Labor Subtotal	345.00
			10%	35.00
			Labor Total	$ 380.00
			Change Order Sub-Total	$ 497.00
			Bonds 1.35%	7.00
			Change Order Total	**$ 504.00**

Please Sign and Return for Work to be started:

Submitted by: Dan Christianson

Authorized by: _____

Dan Christianson

From: Nate Bremer <Nate.Bremer@constructionresults.com>
Sent: Tuesday, September 14, 2021 10:48 AM
To: Dan Christianson
Subject: Fwd: Folwell Alto-Sham trip

Dan, see below

Nate Bremer
General Foreman
Construction Results Corp.
O: 763-559-1100
C: 612-508-0592

Begin forwarded message:

> **From:** Jeffrey Hauswirth <JHauswirth@hallbergengineering.com>
> **Date:** September 14, 2021 at 10:47:17 AM CDT
> **To:** Nate Bremer <Nate.Bremer@constructionresults.com>, "Daniel J. Goemann" <dgoemann@wendelcompanies.com>, "Rebecca (Wendell) Cell Folwell" <rstaley@wendelcompanies.com>
> **Cc:** Jeff Skoog <Jeff.Skoog@constructionresults.com>
> **Subject: RE: Folwell Alto-Sham trip**
>
> Remove GFI
>
> ---
>
> **From:** Nate Bremer [mailto:Nate.Bremer@constructionresults.com]
> **Sent:** Tuesday, September 14, 2021 10:44 AM
> **To:** Daniel J. Goemann <dgoemann@wendelcompanies.com>; Rebecca (Wendell) Cell Folwell <rstaley@wendelcompanies.com>; Jeffrey Hauswirth <JHauswirth@hallbergengineering.com>
> **Cc:** Jeff Skoog <Jeff.Skoog@constructionresults.com>
> **Subject:** Fwd: Folwell Alto-Sham trip
>
> Dan/Rebecca/Jeff, see below and advise
>
> Nate Bremer
> General Foreman
> Construction Results Corp.
> O: 763-559-1100
> C: 612-508-0592
>
> Begin forwarded message:
>
> > **From:** Dan Christianson <dchristianson@nac-hvac.com>
> > **Date:** September 14, 2021 at 10:41:23 AM CDT
> > **To:** Nate Bremer <Nate.Bremer@constructionresults.com>

Cc: Jeff Skoog <Jeff.Skoog@constructionresults.com>
Subject: RE: Folwell Alto-Sham trip

Jeff/Nate -

After a couple of phone calls we have determined that it is not the GFI. This piece of equipment is causing the 20A GFI outlet to trip when in "Clean Mode" only. The existing wiring was not a GFI and did not result in any tripping.
My suggestion would be to eliminate the GFI and hardwire this piece of equipment.

Please let NAC know how to proceed. Any additional work will result in an added cost to owner as NAC wired this per plans.
I could get Erich back on site tomorrow morning. Please confirm.

Dan Christianson
Project Manager

Cell: 651-280-5953
O: 651-490-9868 | F: 651-490-1636 | TF: 888-257-5248

dchristianson@nac-hvac.com | 24-hour service | website

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-----Original Message-----
From: Dan Christianson
Sent: Tuesday, September 14, 2021 9:35 AM
To: 'Nate Bremer' <Nate.Bremer@constructionresults.com>; Erich Davis <edavis@nac-hvac.com>
Cc: Jeff Skoog <Jeff.Skoog@constructionresults.com>
Subject: RE: Folwell Alto-Sham trip

Nate/Jeff - What is the Alto-Sham? Please specify this piece of equipment.

Is this tripping the breaker or the actual GFI outlet?

It is very common for kitchen equipment to cause a trip when first starting up, due to the inrush current.

Can you also confirm that this equipment is not set on the Highest power setting when starting? I just had this problem occur on other jobs.
Can they try to start this equipment on low power setting to see if this doesn't trip?

Dan Christianson
Project Manager

Cell: 651-280-5953
O: 651-490-9868 | F: 651-490-1636 | TF: 888-257-5248

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-----Original Message-----
From: Nate Bremer <Nate.Bremer@constructionresults.com>
Sent: Tuesday, September 14, 2021 8:51 AM
To: Dan Christianson <dchristianson@nac-hvac.com>; Erich Davis <edavis@nac-hvac.com>
Cc: Jeff Skoog <Jeff.Skoog@constructionresults.com>
Subject: Folwell Alto-Sham trip

Dan/Erich, kitchen staff is saying that the equipment is tripping the GFCI and cannot be used. Anyway to get this fixed sooner rather than later

Nate Bremer
General Foreman
Construction Results Corp.
O: 763-559-1100
C: 612-508-0592

1001 Labore Industrial Court, Suite B
Vadnais Heights, MN 55110

651-490-9868
651-490-1636 *fax*
nac-hvac.com

CHANGE ORDER REQUEST #8

GENERAL CONTRACTOR: Construction Results Corpotation

DATE: 10.11.21

EMAIL: carrie.tessmer@constructionresults.com

NAC JOB #: -

PHONE: 763-559-1100

PROJECT NAME: Folwell School Secured Entrance

RFI: -

REQUEST DESCRIPTION: Relocate existing conduit for solar equipment. This was to be performed on a T&M basis. Piping was to be reinstalled after stonework was complete.

CO: -

PR: -

CONTRACTOR				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
				-
				-
				-
				-
			Subtotal	-
			5%	-
			Contractor Total	$ -

MATERIALS				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
	1	Material	940.00	940.00
				-
				-
				-
			Tax	75.00
			Shipping	20.00
			Subtotal	1,035.00
			10%	104.00
			Material Total	$ 1,139.00

LABOR				
COST CODE	HOURS	DESCRIPTION	RATE	EXTENDED
	18	Labor	115.00	2,070.00
				-
				-
				-
			Labor Subtotal	2,070.00
			10%	207.00
			Labor Total	$ 2,277.00
			Change Order Sub-Total	$ 3,416.00
			Bonds 1.35%	46.00
			Change Order Total	**$ 3,462.00**

Please Sign and Return for Work to be started:

Submitted by: Dan Christianson

Authorized by: _____

VIKING electric
A Sonepar Company

451 Industrial Blvd. NE
Minneapolis, MN 55413

TEL 612-627-1234

INVOICE DATE	ACCOUNT NUMBER
10/01/21	V14219
INVOICE NUMBER	
S005128880.001	
PLEASE REMIT PAYMENT TO:	
VIKING ELECTRIC PO BOX 856832 MINNEAPOLIS MN 55485-6832	
VIEW AND PAY ONLINE AT:	TOKEN
https://vikingelectric.billtrust.com	ZLG BXW FPX

SOLD TO:

NORTHERN AIR CORPORATION
1001 LABORE INDUSTRIAL CT
VADNAIS HEIGHTS MN 55110-5167

SHIPPED TO: V57128

PAGEL ICE ARENA
C/O NORTHERN AIR CORPORATION
18301 MN-7
MINNETONKA MN 55345

For Credit Dept. assistance call 612-627-1269 or email vikingcredit@vikingelectric.com.

ACCOUNT NUMBER	CUSTOMER PO NUMBER	RELEASE NUMBER	ORDERED BY
V14219	A3238DCH		ERICH

SALESMAN	ENTERED BY	SHIPPING BRANCH	SHIP DATE	SHIP VIA
DAVE GILLET	HOLLY HELMBRECHT	VMPL	10/01/21	MPL-071A

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	UOM	EXT PRICE
135	135	WIC. THHN 1/0 STR BLK MR	2,865.69	m	386.87
45	45	WIC. THHN 4 STR GRN MR	1,313.67	m	59.12

Fraud Warning:
We have recently learned that fraudsters pretending to be "Viking Electric" credit team members are emailing customers to set up ACH payments and change bank account information in an attempt to steal future payments. These communications come from email addresses that are similar to our domain to make them harder to detect. **These communications are not from us.** All payments should continue to be sent to the remittance address you have on file. **IMPORTANT NOTICE: Never trust payment instructions sent via email.** If you receive requests to change payment information, confirm the request in person or via a telephone call to a trusted and verified phone number. Do not use phone numbers in email signature blocks, as those may also be fraudulent. Never wire payments to a new account without first confirming that the instructions and account information are correct.

If paid by 11/10/21 you may deduct $6.69
All payments are due by 11/25/21.

For complete terms and conditions please visit
www.vikingelectric.com/TermsAndConditions

SUBTOTAL	**445.99**
S & H CHARGES	**0.00**
SALES TAX	**33.56**
TOTAL DUE	**479.55**

VIKING electric
A Sonepar Company

451 Industrial Blvd. NE
Minneapolis, MN 55413

TEL 612-627-1234

INVOICE DATE	ACCOUNT NUMBER
10/01/21	V14219
INVOICE NUMBER	
S005128880.002	
PLEASE REMIT PAYMENT TO:	
VIKING ELECTRIC PO BOX 856832 MINNEAPOLIS MN 55485-6832	
VIEW AND PAY ONLINE AT:	**TOKEN**
https://vikingelectric.billtrust.com	**ZLG BXW FPX**

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V14219	A3238DCH		ERICH

SALESMAN	ENTERED BY	SHIPPING BRANCH	SHIP DATE	SHIP VIA
DAVE GILLET	HOLLY HELMBRECHT	VMPL	10/01/21	MPL-071A

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	UOM	EXT PRICE
2	2	BRI 255-SRT 2IN RAINTIGHT COMP CONN	431.65	c	8.63
1	1	WIEG RSCG060624 N3R WIREWAY 6X6X24	119.99	ea	119.99
2	2	PIPEPIER ELITE 4IN PP30 PIPE PIER PLSTC CAP 1/2(4X4X5)	8.95	ea	17.90
3	3	ILSCO PBTS-2-1/0 CUAL 2P 1/0-14 MULTI-TAP CONN	19.81	ea	59.43
1	1	ILSCO PBTS-2-4 CUAL 2P 4-14 MULTI-TAP CONN	14.32	ea	14.32
2	2	BRI 386 2IN GRND BUSHING	781.48	c	15.63
2	2	BRI 265-SRT 2IN RAINTIGHT COMP CPLG	373.95	c	7.48
10	10	STL-CTY R-1038 (PER FT) 3/8IN X 10FT THREADED ROD	43.85	c	4.39
10	10	B-LINE B24SHGALV10 1-5/8X1-5/8 14GA GALV SLOTTED	397.28	c	39.73
8	8	B-LINE B201ZN(3/8) 3/8IN SQUARE WASHER	113.98	c	9.12
4	4	B-LINE TN228ZN(38) 3/8IN TWIRL NUT	331.32	c	13.25
4	4	B-LINE B2213PAZN(2) 2IN MULTI-GRIP COND CLAMP	367.93	c	14.72
10	10	EMT 200E 2IN EMT CONDUIT 10FT	506.35	c	50.64
50	50	T&B TY527MX 13.38IN OUTDOOR TIE	96.34	c	48.17
1	1	SIE ECCS1 COLLAR STRAP 14-2/0AWG	2.84	ea	2.84

If paid by 11/10/21 you may deduct $6.39
All payments are due by 11/25/21.

For complete terms and conditions please visit
www.vikingelectric.com/TermsAndConditions

SUBTOTAL	**426.24**
S & H CHARGES	**0.00**
SALES TAX	**32.07**
TOTAL DUE	**458.31**

AMENDMENT #1 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND David Hoy & Associates

This Amendment ("Amendment") to the Contract between Special School District No. 1 and **David Hoy & Associates** dated 4/12/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and **David Hoy & Associates** ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and **David Hoy & Associates** ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 9/8/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001125

1. *Original contract amount:* $314,077.27
2. *Accumulative contract amount:* $348,382.94

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: 3.1 Total Obligation District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $348,382.94. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: An additional $34,305.67 is needed to fulfill the service obligations of the contact for April – June. David Hoy & Assoc. will provide 196 hours at 157.46 plus 10% administrative costs to cover the additional services needed for students at Risen Christ for the end of the school year.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

SPECIAL SCHOOL DISTRICT NO. 1

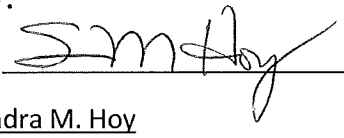
Signature: _____

Name:

Title:

Date: _____

Contractor:

Signature: 

Name: Sandra M. Hoy

Title: Chief Financial Officer

Date: 3/28/22

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

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 Double Line Inc "Contractor" (collectively "parties") to provide an updated On-Track Student Portal to Information Technology Department of Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 4/12/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 12/31/2022, 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***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $231,375.00. Contractor shall

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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 Contract is funded in whole or in part with federal funds, District's payment obligations

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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 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.

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.

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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.

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, 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

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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.

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 LIABILTY

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. 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 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.

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 contactor. 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 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: IT Services
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

Matt Warden, CEO
Phone: Shane Young, Solutions Consultant
Address: 1817 W Braker Lane, Suite 100, Austin, TX 78758
Email: s.young@WeAreDoubleLine.com

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 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.

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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 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.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Justin Hennes

(Printed)

Title: Senior Information Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: Matt Warden
(Printed)

Title: CEO

Date: 03 / 31 / 2022

Doc ID: 91150731551b8e2ffef35e465cfabea4e139c74a

Exhibit A:

Deliverables:

Please refer to Double Line Scope of Services.

Service Outcome:

Please refer to Double Line Scope of Services.

Method of Evaluation:

Successful completion will be evaluated by IT Leadership.

[The remainder of this page intentionally left blank.]

Doc ID: 91150731551b8e2ffef35e465cfabea4e139c74a

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

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Doc ID: 91150731551b8e2ffef35e465cfabea4e139c74a

Minneapolis Public Schools

MSDF Grant Application

Double Line Scope of Services
February 22, 2022



Contact Information

Shane Young
Solutions Consultant
(512) 646-4929
s.young@WeAreDoubleLine.com

DOUBLE LINE
Your Vision. Your Students. Our Mission.

Doc ID: 91150731551b8e2ffef35e465cfabea4e139c74a

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Doc ID: 91150731551b8e2ffef35e465cfabea4e139c74a

Introduction

Minneapolis Public Schools (MPS) requests the services of Double Line for the purposes of designing, developing, testing, and implementing an updated On-Track Student Portal. This Portal will leverage existing Ed-Fi ODS data[1], along with new data collections, to empower district administrators to tailor the student journey while promoting a greater understanding of what drives student success.

Additionally, MPS is looking to grow their understanding of the current AWS Ed-Fi environment and ways to expand the use and ownership of the cloud. MPS is requesting services from Double Line to create a cloud center of excellence (CCoE) for the district.

Project Goals

The project has the following goals:

- Create a new district-focused portal for tracking student achievement
- Establish a set of baseline visualizations and reports for administrative use
- Add new data collections for student assessment
- Complete an employee cloud certification onboarding process
- Launch a cloud center of excellence strategy for the district

Scope of Work

The project scope is organized into two workstreams and individual components within each.

On-Track Visualization

1. Initial stakeholder discovery session to confirm use case(s).
2. Design and visualization wireframes.
3. Integration of new data source(s).
4. Portal pilot with administrative user group.
5. Knowledge Transfer

MPS Cloud Center of Excellence

1. Environment Review
2. Data Governance Workshop
3. Staff Certification & Training
4. Cloud Deployment Optimization
5. Training

The underlying goal of this project is to remove district-vendor dependencies from both product and service organizations.

Project Deliverables

The objectives proposed for the Michael and Susan Dell Foundation (MSDF) grant are listed below:

[1] Existing connections are listed in Addendum 1.

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MSDF Problem Statement	MSDF Scope of Work Description

Current On-Track platform has too many dependencies on non-owned resources. The visualization needs to have proper permission for backend users and user-friendly controls frontend users.	Double Line will develop a standalone visualizations portal to review student data relevant to monitoring progress towards district curriculum. The visualization will include four primary components: student summary, individual student, quarterly trends, and individual assessments. Student data will be source from the pre-existing Ed-Fi ODS hosted on AWS. Originating assessments will include those already available in the Ed-Fi ODS.
	
	Double Line will develop a standalone visualizations portal to review student data relevant to monitoring progress towards district curriculum. The visualization will include four primary screens/components: student summary, individual student, quarterly trends, and individual assessments. Student data will be sourced from the pre-existing Ed-Fi ODS hosted on AWS. Originating assessments will include those already available in the Ed-Fi ODS. Additional assessment(s) will be added within this scope of services.
	
	Specifications[2]:
	• 2 user roles
	  ○ Backend administrator and global, end user
	• Each screen will be limited to the following parameters:
	  ○ Up to 3 graphs
	  ○ Up to 3 KPIs
	  ○ Up to 5 student metrics
	• Follows the Ed-Fi Data Model

Additional data is needed to make a more comprehensive student picture	Double Line will review current Common Language Assessment data elements. Double Line will be responsible for identifying and mapping these elements to the MPS Ed-Fi ODS. Double Line will update the current extraction, transformation, and load process to account for the new data elements from this new source while verifying that data are loaded to the intended domains and elements within the Ed-Fi ODS. Double Line anticipates no more than 25 data elements added through the Common Language Assessment and that no extensions will be needed to the Ed-Fi data model.

[2] Sample screen shots have been provided in Addendum 2 as a reference to the current tool.

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Dashboard training and knowledge transfer is critical for continued success	Double Line will complete a recorded training session for the internal MPS team to maintain the dashboard elements going forward. This training will be accompanied by a user guide that walks through the application setup – including data inclusion, backend details, and UI/UX controls. Double Line will complete a second, end-user focused recorded training session that provides details on how to utilize the new visualization tool. Additional user support will be provided during the pilot phase of the project. Double Line will support a three-week pilot of the user dashboards with an additional week to receive user feedback from the pilot program users. During the three weeks, Double Line will be responsible for setting up user permissions and guiding users on how to use the application to track a predetermined set of students. Double Line will support the users while they use the application where necessary and address any critical issues that impede the use of the portal. The feedback week will be used to 1) address any critical visualization issues and 2) create a feature roadmap document for future MPS use.
AWS environment overview, future recommendations, and plan implementation is needed to provide a strategy to implement	Double Line will facilitate an initial overview meeting with MPS to transfer knowledge on the existing AWS cloud environment. Initial session will address the original setup and reasons for service choices, and will include detailed discussion on potential environment optimizations and/or growth opportunities. Double Line will then facilitate a cloud workshop that will cover current maintenance activities and topics designated by MPS from original environment review. Double Line will field questions from MPS during live workshop to encourage greater understanding. During this deliverable and throughout the project, Double Line will reference the AWS Well-Architected Framework to facilitate discussions and drive cloud-based decisions for MPS. Double Line will deliver two final documents: (1) a recommendation report, covering topics from the initial overview meeting and workshop, and (2) an implementation plan with those recommendations that includes a project plan with budget, timeline, and deliverables for an upgraded MPS cloud environment.

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Standup MPS cloud center of excellence to provide continued cloud success	Double Line will utilize materials and deliverables from the environment review, workshops, trainings, and certification plan with supplements from AWS Well-Architected Framework to document a formal Cloud Center of Excellence. Double Line will work with MPS to establish a cloud council to maintain and advise future cloud-based decisions. Double Line will establish a regular cadence to meet with MPS over the contract period as well as complete a final audit of the changes/updates made under the Cloud Center of Excellence.
MPS will need to review key concepts of data governance to maintain the information stored within the cloud environment	Double Line will conduct and record an interactive workshop on data governance best practices with MPS. Double Line will follow methodologies from previous work that align to industry standards. Double Line will provide draft documents for a full governance plan and include a set of roles and responsibilities to continuously track, monitor, and address data items for MPS. Double Line will leverage a new governance plan to promote ideas to MPS for delivering business value through the cloud, continually improving processes and procedures, as well as protecting information and systems.
Automated cloud deployment process will provide MPS with independence for rolling out updated solutions	Double Line will work with MPS to define an appropriate process in an industry standard continuous integration and continuous deployment (CI/CD) tool for the MPS Ed-Fi environment. Double Line will conduct a discovery and requirements session to learn current process and tools utilized by MPS. Double Line will present an approach to CI/CD used for several projects by the Double Line. Double Line and MPS will review a plan for implementation and then work collaboratively to implement the process and transfer responsibilities from Double Line to MPS through recorded knowledge transfer sessions and documentation. Double Line will be responsible for completing the original implementation of the project and MPS will be responsible for future maintenance. Additional updates and or maintenance can be administered by Double Line via amendment or a new SOW. Double Line may re-use selected CI/CD practices for other new or existing MPS IT projects.
Knowledge Transfer and Best Practice Sessions	Double Line will create a three-part recorded video series for use by MPS on the cloud center of excellence. This video series will tie together different elements of this project including the importance of standardizing cloud use, automating deployments, and defining cloud management policies. Double Line will

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	include content aligned to increasing MPS awareness of cloud concepts, design principles, and architectural best practices. Double Line will coordinate with MPS to align sessions with internal objectives. Double Line will deliver these sessions live and record the sessions for use by MPS after completion. MPS is encouraged to include multiple team members to participate in the series and interact with Double Line.

Project Milestones

Listed milestones anticipate a project start date of April 1, 2022.

Milestone	Target Date
AWS Cloud Environment Review	April 4, 2022
CCOE Plan Confirmed	April 15, 2022
Governance Workshop	April 27, 2022
On-Track Visualization Stakeholder Session	May 3, 2022
Requirements and Use Case Documented	April 18, 2022
CCOE Implementation Complete	May 27, 2022
On-Track Portal Design Complete	June 3, 2022
Wireframes Presented to MPS	June 13, 2022
CI/CD Process Implemented	June 22, 2022
Cloud Knowledge Transfer Sessions Complete	June 30, 2022
Common Language Assessment Integrated in Ed-Fi ODS	July 22, 2022
MPS Staff Certification Program Complete	July 31, 2022
Development Complete	August 17, 2022
On-Track Portal Training Sessions	August 22-24, 2022
MPS Pilot Program Initiated	August 29, 2022
MPS Pilot Program Complete	September 30, 2022

Project Financials

Project Category	Deliverables	Cost
On-Track Visualization	*Initial Stakeholder Session* *Requirements and Use Case* *Portal Design* *Visualization Wireframes* *Portal Development* *New Data Source* *Testing* *Deployment* *MPS Pilot User Program* *Training & Transition* *Project Management*	$ 133,675.00
Cloud Center of Excellence	*Initial Environment Review* *CCoE Plan* *CCoE Implementation*	$ 97,700.00

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	Governance Workshop *CI/CD Process Implementation* *MPS Staff Certification* *Knowledge Transfer*		
		$	**231,375.00**

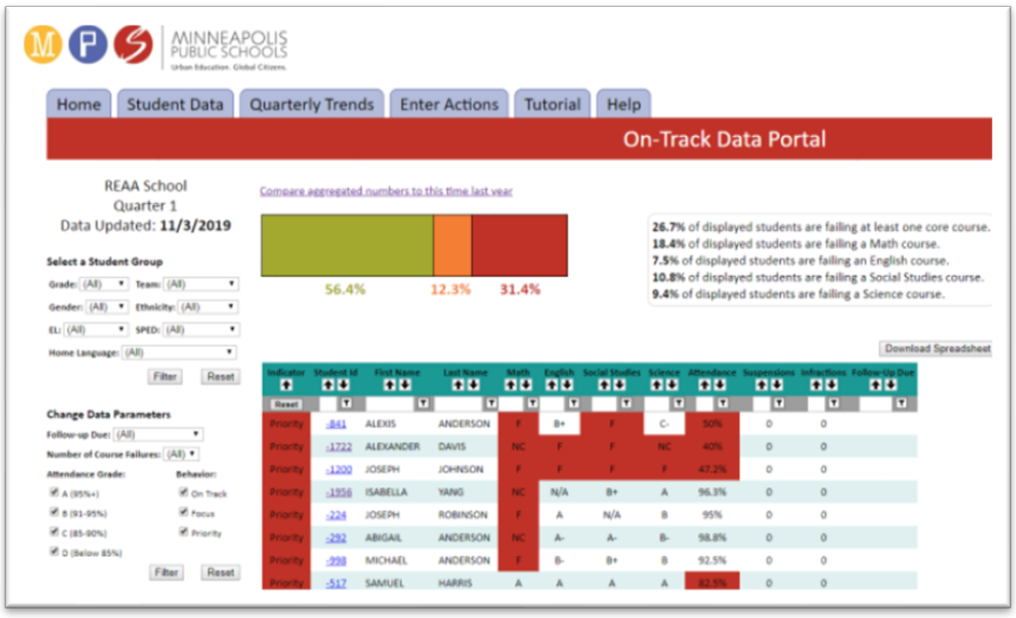
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Addendums

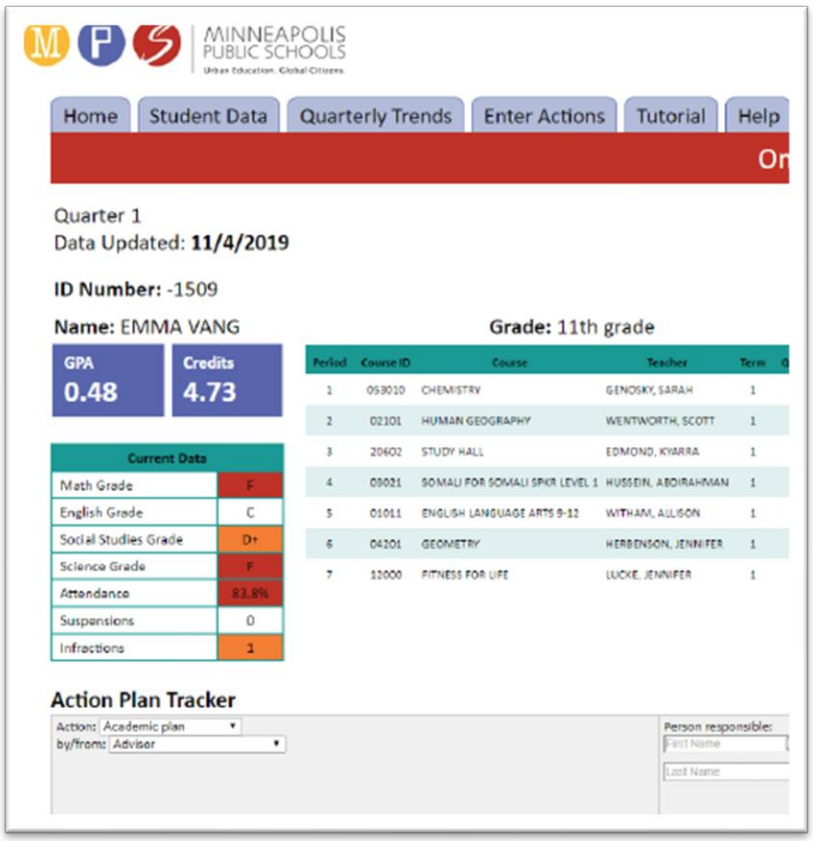
Addendum 1: Ed-Fi ODS Source System Data

- Student Information System – Discovery
- Assessments
    - Minnesota Comprehensive Assessment (MCA)
    - Functional Analysis Screen Tool (FAST)
        - earlyReading
        - earlyMath
    - iStation
    - Illuminate
        - Concepts of Math for Kindergarten (KCoM)
    - NWEA Maps
    - WIDA ACCESS for ELLs
    - Houghton Mifflin Harcourt
        - Phonics Inventory
        - Reading Inventory
    - ACT

Addendum 2: Example Screenshots



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HELLOSIGN

Audit Trail

TITLE	MPS MSDF Grant Application 2022
FILE NAME	Contract for sign...ith Exhibit A.pdf
DOCUMENT ID	91150731551b8e2ffef35e465cfabea4e139c74a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**03 / 30 / 2022** 10:03:07 UTC-5	Sent for signature to Matt Warden (m.warden@wearedoubleline.com) from info@wearedoubleline.com IP: 24.55.10.231
VIEWED	**03 / 30 / 2022** 10:04:49 UTC-5	Viewed by Matt Warden (m.warden@wearedoubleline.com) IP: 107.77.218.18
SIGNED	**03 / 31 / 2022** 10:12:58 UTC-5	Signed by Matt Warden (m.warden@wearedoubleline.com) IP: 107.77.221.198
COMPLETED	**03 / 31 / 2022** 10:12:58 UTC-5	The document has been completed.

FY19 Multi-Site LV Improvements Phase 4

Contract Sum: $1,264,000.00

Contractor: Muska Electric Co.

Project Name and Number

LV Improvements Phase 4
1250 West Broadway Ave.
Minneapolis, MN. 55411
Minneapolis Public Schools Project Number 19Multi003

Description

Replace clocks, public address (PA) systems, and fire alarm systems, in various schools that have reached the end of their lifecycle.

Contract Sum details

Item	Price	Status
Base Bid		accepted
Alternates	n/a	n/a

Contract Documents

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
Exhibit B – Project Charter
Exhibit C – 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 22 day of March in the year 2022
(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)

Muska Electric Co
1985 Oakcrest Avenue
Roseville, MN. 55113

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

Multi-Site LV Improvements Phase 4
1250 West Broadway
Minneapolis, MN. 55411

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

Wold Architects & Engineers
332 Minnesota Street, W2000
St. Paul, MN.55101

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.

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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.

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

[X] 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 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.

(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

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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;

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.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

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User Notes: (3B9ADA43)

.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 mayrequest 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

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[X] 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)

Kanjana Foster
1250 West Broadway Avenue
Minneapolis, MN 55411

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Joseph Young
1985 Oakcrest Avenue
Roseville, MN. 55113
jyoung@muskacompanies.com

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

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§ 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 developement 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

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(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)*	**CONTRACTOR** *(Signature)* Joseph Young
(Printed name and title)	JOSEPH YOUNG PRESIDENT *(Printed name and title)*

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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 13:44:05 ET on 03/22/2022.

PAGE 1

AGREEMENT made as of the 22 day of March in the year 2022

...

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

...

Muska Electric Co
1985 Oakcrest Avenue
Roseville, MN. 55113

...

Multi-Site LV Improvements Phase 4
1250 West Broadway
Minneapolis, MN. 55411

...

Wold Architects & Engineers
332 Minnesota Street, W2000
St. Paul, MN.55101

PAGE 2

[X] 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

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

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...

§ 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**~~

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...

§ 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 liquidateddamages, 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.

...

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§ 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 asprovided 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

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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.

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...

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 mayrequest 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

[X] 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.

...

Kanjana Foster
1250 West Broadway Avenue

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Minneapolis, MN 55411

...

Joseph Young
1985 Oakcrest Avenue
Roseville, MN. 55113
jyoung@muskacompanies.com

PAGE 8

Owner prohibits Contractor from using the Work in any marketing material or business developement 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:~~

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...

~~Title~~	~~Date~~	~~Pages~~

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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 13:44:05 ET on 03/22/2022 under Order No. 2114296869 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Joseph N Young

(Signed)

President

(Title)

3-24-2022

(Dated)

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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 22 day of March in the year 2022
(In words, indicate day, month and year.)

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

Multi-Site LV Improvements Phase 4
1250 West Broadway Ave. Minneapolis, MN. 55411

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)

Muska Electric Co.
1985 Oakcrest Ave. Roseville, MN. 55113

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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.

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.

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§ 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 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.

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(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,

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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 types and limits of insurance as defined in EXH-C Owner 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 in EXH-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.

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§ 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 the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

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§ A.3.3.2 The Contractor shall purchase and maintain the types and limits of insurance 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	
Performance Bond	

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:

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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 22 day of March in the year 2022

...

Multi-Site LV Improvements Phase 4
1250 West Broadway Ave. Minneapolis, MN. 55411

...

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

...

Muska Electric Co.
1985 Oakcrest Ave. Roseville, MN. 55113

PAGE 2

§ 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.

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§ A.3.2.1 The Contractor shall purchase and maintain the ~~following~~ types and limits of insurance as defined in EXH-C Owner 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:

...

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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 in EXH-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.

...

If Professional Liability insurance is required as part of the Contract, the Contractor shall maintain coverage for one year beyond 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.)*~~types and limits of insurance 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~~

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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

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Exhibit B – Project Charter

Project Name and Number

Multi-Site LV Improvements Phase 4

1250 West Broadway Ave. Minneapolis, MN 55411

Minneapolis Public Schools Project Number 19Mulit003

OP#22-2228

Description

Replace clocks, public address (PA) systems, and fire alarm systems, in various schools that have reached the end of their lifecycle.

Contract Sum

The Contract Sum shall be $1,264,000.00

Contract Sum details

Item	Price	Status
Base Bid	$1,264,000	accepted
Alternates	n/a	n/a

Unit Prices

Item	Price per Unit ($0.00)
Clocks	$200.00
Flush Ceiling Speaker	$260.00
Surface Wall Mount Speaker	$400.00
Paging Intercom System Warranty	$1,700.00
Wireless Clock System Warranty	$700.00

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 additional 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

Multi-Site LV Improvements Phase 4

1250 West Broadway Ave. Minneapolis, MN 55411

Minneapolis Public Schools Project Number 19Mulit003

OP#22-2228

Description

Replace clocks, public address (PA) systems, and fire alarm systems, in various schools that have reached the end of their lifecycle.

Schedule

Substantial Completion

The Work will be Substantially Complete on or before December 22, 2022.

Final Completion: Within sixty calendar days of Substantial Completion.

1-year Warranty Inspection: One year after Substantial Completion.

Portion of Work

Portion of Work	Substantial Completion Date
Washburn	July 29, 2022
Northeast	August 26, 2022
Hall	October 7, 2022
Northrop at Ericsson	December 22, 2022

AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 13 day of March in the year 2018 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

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.

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, 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.

§ 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 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.

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§ 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 identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 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. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 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.

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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** *(Indicate Applicable or Not Applicable)*	**Location of Detailed Description** *(Section 3.1.1 below or in an attachment to this exhibit and identified below)*
Project Agreements and Modifications		
Project communications		
Architect's pre-construction submittals		
Contract Documents		
Contractor's submittals		
Subcontractor's submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

§ 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.

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§ 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.)

§ 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.

§ 3.2.3 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 set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 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 in AIA Document G201–2013, 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.)

[X] 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 in AIA Document G201–2013, 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.

§ 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.

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(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	Project Milestone

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

§ 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.

Authorized Uses of the Model for the Project are defined in Article 7 of AIA B101-2017.

§ 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 EXH-B Project Design Milestones & Deliverables to AIA B101-2017.

§ 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;

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.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.)

§ 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.

§ 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 in AIA Document G202–2013, 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.

.2 Model file storage location(s)

.3 Processes for transferring and accessing Model files

.4 Naming conventions as defined in the Owner's Revit and Drafting Standards.

.5 Processes for aggregating Model files from varying software platforms

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.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.)*

The Project Participant responsible for managing the Model shall use the issued MPS Revit template and conform to MPS Revit and Drafting Standards as defined in EXH-C.2 Quality Performance and Owner Provisions of AIA B101-2017.

§ 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
  .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:

§ 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** *(Applicable or Not Applicable)*	**Responsible Project Participant**	**Location of Detailed Description of Requirements and Services** *(Section 4.10 below or in an attachment to this exhibit and identified below)*
§ 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.

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As part of basic services, the Architect shall produce wayfinding floor plans for use of the Owner. Floor plans shall be provided in PDF format to be printed on letter, 11x17 and 24x36 paper.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

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Additions and Deletions Report for
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PAGE 1

This Exhibit dated the 13 day of March in the year 2018 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

PAGE 4

[X] The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

[X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

Authorized Uses of the Model for the Project are defined in Article 7 of AIA B101-2017.

...

Defined in EXH-B Project Design Milestones & Deliverables to AIA B101-2017.

PAGE 6

.1 Model origin point, coordinate system, precision, file formats and ~~units~~units. The Model shall be accurately geo-located.

...

.4 Naming conventions as defined in the Owner's Revit and Drafting Standards.

PAGE 7

The Project Participant responsible for managing the Model shall use the issued MPS Revit template and conform to MPS Revit and Drafting Standards as defined in EXH-C.2 Quality Performance and Owner Provisions of AIA B101-2017.

...

§ 4.9.1 Remodeling	Applicable	Owner	
§ 4.9.2 Wayfinding and Mapping	Applicable	Architect	
§ 4.9.3 Asset/FF & E Management	Applicable	Owner	

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§ 4.9.4 Energy Management	Applicable	Owner	
§ 4.9.5 Space Management	Applicable	Owner	
§ 4.9.6 Maintenance Management	Applicable	Owner	

PAGE 8

As part of basic services, the Architect shall produce wayfinding floor plans for use of the Owner. Floor plans shall be provided in PDF format to be printed on letter, 11x17 and 24x36 paper.

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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 12:15:52 on 03/23/2018 under Order No. 8259021829 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Joseph P Young

(Signed)

President

(Title)

3-24-2022

(Dated)

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MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

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 Now Micro "Contractor" (collectively "parties") to provide 1500 HP Chromebooks, 1500 Google Management License, and 1500 White Glove Services at Minneapolis Public Schools.

1 TERM OF CONTRACT

1.1 This Contract is effective on April 5, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2022, 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 420,000.00. 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.

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 LIABILTY

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 contactor. 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: Information Technology
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

NAME: Now Micro Inc.
Address: 1420 Perron Road East, Suite 300, Mendota heights, MN 55120
Phone: 651-393-2132
Email: MartyL@nowmicro.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: Click or tap here to enter text.
(Printed)

Title: Click or tap here to enter text.

Date: _____

CONTRACTOR NAME

Signature: _____

Name: Marty Linden
(Printed)

Title: V.P. Sales

Date: _____

EXHIBIT A: SCOPE OF WORK

Deliverables:

All items as listed on Quotation Number:22831

Service Outcome:

On-time delivery of goods and services listed on Quotation Number:22831

Method of Evaluation

Leadership Evaluation

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

As mentioned in section 3.1 of this agreement

[The remainder of this page intentionally left blank.]

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Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Lyndale, Security and HVAC FY19

AGREEMENT INFORMATION:
Date: 12/08/2020

AMENDMENT INFORMATION:
Amendment Number: 006
Date: 3/8/2022

OWNER: *(name and address)*
Minneapolis Public Schools - SSD#001
1250 West Broadway Avenue,
Minneapolis, MN 55411

ARCHITECT: *(name and address)*
Pope Architects
1295 Bandana BLVD. N Ste#200
Saint Paul, Mn. 55105

The Owner and Architect amend the Agreement as follows:
Amendment #006:
Additional Services due to:
1. Multiple Unforeseen Structural Conditions
2. Additional Weekly OAC, Site Visits & Punchlist Inspections
3. Re-Design due to contractor utilizing alternative manufacturer (Deduct from Contract)

TOTAL for Amendment #006: ADD $54,598.00 to Pope's Contract with MPS

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Original Contract amount - $494,348.00
Amendment #001: $33,243.00 - Increased project scope
Amendment #002: $8,750.00 - Bring on True north as security consultant under pope
Amendment #003: $8,425.00 - School going from Duel Fuel to Firm Fixed Gas. Pope had to bring on Civil Engineering Firm - Pierce Pini
Amendment #004: $48,750.00 - Split Project into 2 Phases and Redesign effort by Pope Team to accomplish
Amendment #005: $173,230.00 - Additional Services Proposed for Phases 2, 3 & potentially 4 with Best Value Approach.

Proposed Amendment #06: $54,598.00

Total Proposed Contract for Pope Architects: $821,344.00

Schedule Adjustment:
360 Days

SIGNATURES:

Pope Architects	Minneapolis Public Schools
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Gonzallo Villares - Principal	Karen DeVet - Sr. Operating Officer
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
3/8/2022	3/8/2022
DATE	**DATE**

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User Notes: (3B9ADA56)

November 29, 2021

Jeff Helstrom
Project Manager
Minneapolis Public Schools
Special School District #1
1250 West Broadway Avenue,
Minneapolis, MN 55411

Re: MPS Lyndale Community School 19LYND001 – RFP#21-06
Additional Services Proposal for Phase 2 Summer 2021 extended Construction Administration

Dear Jeff:

This is our Additional Services proposal for Phase 2 Summer 2021 extended Construction Administration related services covering the effort from Pope Architects, ERA (structural engineering) and KFI (Mechanical / Electrical Engineers). The summer 2021 Phase 2 work in occupied spaces was scheduled to be substantially complete on August 23, 2021. Due to a combination of construction delays related to the work of the MPS hired abatement Contractor and the presence of unforeseen existing building structural deficiencies, the Prime Contractor Master Mechanical was given until October 15, 2021 to complete the work in the occupied spaces. Both the extended construction time and unforeseen existing building structural deficiencies created (1) additional weekly OAC meetings, (2) additional multiple punchlist trips for the design team to review portions of the work, (3) extra design team time to address the unforeseen structural condition and (4) additional CA time required to review the Contractor's response to issued CCDs.

In addition to the abatement and structural related work, during the submittal reviews, the Pope Architects design team had to spend extra design effort to (1) review Contractor submitted alternate mechanical roof top units with weights and configurations that differ from the specified units and (2) revise mechanical and structural drawings and reissue them to the Prime Contractor.

The additional services scope is outlined below

SCOPE OF SERVICES

1. Perform roof deck evaluation and issue remedial structural design through RFI-051.
2. Design support for existing B1 mechanical room shaft north wall and floor infill through PR-042.
3. Reevaluate roof and issue revised design for RTU weight changes per ASI-2.
4. Evaluate and redesign framing for north mechanical room floor openings and corridor wall openings.
5. Design and detail steel framing to support existing B1 mechanical shaft south wall per CCD 6.
6. Additional Construction Administration time past 08/23/2021 Substantial Completion due to abatement delay. Includes OAC meetings and jobsite observation visits, multiple punchlist visits.
7. Additional time to review and process Contractor proposals to CCDs related to the abatement and unforeseen structural deficiencies.

PROFESSIONAL FEES

1. Additional Services Summer 2021 Phase 2 Construction Administration Lump Sum Fee:

Architectural	**$19,180.00**
Structural	**$4,863.00**
MEP-F	**$30,555.00**
Phase 2 and Phase 3 CA total	**$54,598.00**

This Lump Sum Fee amount above will be billed once this Additional Services request is approved.

This Additional Services request is based on current known project conditions. We reserve the right per the signed B101 Owner and Architect Agreement section 4.2 to request further Additional Services if warranted in the Phase 3, Summer 2022 or Phase 4, Summer 2024 Construction Administration Phases.

Again, we appreciate the opportunity, and look forward to continue working with Minneapolis Public Schools to make the project a great success on every level. If you or others have questions or need any further information, please do not hesitate to call.

Sincerely,

POPE ARCHITECTS, INC.

Gonzalo Villares AIA,
Principal
Pope Architects, Inc

Raphael Lister, AIA, LEED AP
Project Manager
Pope Architects, Inc

LYNDALE MEP UPGRADES - ADDITIONAL SERVICES REQUEST
11/10/2021

PAI		
1	Design basement mechanical room floor infill and support for existing mechanical shaft north wall (PR-042):	$620.00
2	Reevaluate roof for RTU weight changes and issue ASI-2	$620.00
3	Evaluate and redesign framing for north mechanical room floor openings and corridor wall openings (includes extra site visit):	$620.00
4	Design and detail steel framing to support existing B1 mechanical shaft south wall:	$620.00
5	Additional CA time past 08/25/2021 due to abatement delay (6 weeks. Includes OAC meetings and jobsite observation visits, multiple punchlist visits.)	$8,000.00
6	Additional time to review and process Abatement related CCDs - (40 hours - estimated)	$6,200.00
7	Additional phasing meetings due to likely added 3rd summer - (16 hours estimated)	$2,500.00
PAI TOTAL		$19,180.00
ERA		
1	Roof deck evaluation, RFI-051	$500.00
2	Design basement mechanical room floor infill and support for existing mechanical shaft north wall (PR-042):	$1,000.00
3	Reevaluate roof for RTU weight changes and issue ASI-2	$963.00
4	Evaluate and redesign framing for north mechanical room floor openings and corridor wall openings (includes extra site visit):	$1,300.00
5	Design and detail steel framing to support existing B1 mechanical shaft south wall	$1,100.00
ERA TOTAL		$4,863.00
KFI		
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	
7	-	
KFI TOTAL		$0.00
PROJECT TOTAL		$24,043.00

November 9, 2021

Mr. Raphael Lister, AIA, LEED AP BD+C
Senior Project Architect
Pope Architects, Inc.
1295 Bandana Boulevard North
Suite 200
St. Paul, MN 55108

via email: rlister@popearch.com

RE: Proposal for Mechanical, Electrical, and Plumbing (MEP) Engineering Services
Minneapolis Public Schools (MPS) Lyndale FY18 and FY19 Renewal MEP Design
Phase 2 Summer 2021 Construction, Phase 3 Summer 2022 Construction and Phase 4 Summer 2023 Construction Additional Services
KFI Proposal # P21-1380

Dear Mr. Lister,

KFI Engineers (KFI) is pleased to provide this proposal for Mechanical, Electrical, and Plumbing (MEP) engineering services on the above referenced project. This proposal outlines our scope of work and associated compensation. This proposal is valid for 45 days from the proposal date.

PROJECT UNDERSTANDING

KFI was contracted with Pope Architects to complete the design, bid, construction administration and post warranty for the Lyndale School renovation. On 1/24/20, the project was bid, but there were no bids submitted. Due to that, MPS has directed the Design Team to proceed with designing the project under two (2) bid packages:

1. Phase 1: Secure entrance for summer 2020 construction. This has been addressed under a separate proposal.
2. Phases 2 and 3: The rest of the building design anticipated being issued for bid in late October/early November 2020, bid December 2020, and construction starting in the spring of 2021, with construction completed in the fall of 2022.
3. Phase 4: In case construction is required for summer 2023, and completion fall of 2023.

Our present total contracted amount is $461,000. Please note, as of 11/8/21, KFI has expended $47,000 more than our contracted amount. The below is a breakdown of what we have expended to date and anticipate on expending in order to complete the project:

1. ASI-002/RFI-002 (KFI effort to accommodate the Contractor selected AHU/ERU):
   A. Designer: 15 hours x $168 = $2,520
   B. Engineer: 10 hours x $157 = $1,570
   C. Senior Engineer: 8 x $204 = $1,632
   Total request: $5,722.00

2. MPLS Permit review (needed to revise our energy code submittal due to Contractor selected AHU/ERU):
   A. Designer: 2 hours x $168 = $336
   B. Energy Engineer: 39 hours x $181 = $7,059
   C. Senior Engineer: 23 x $204 = $4,692
   Total request: $12,087.00

3. ASI-05, response to Phasing (ASI-5 April-May-June; RFI-087):
   A. Designer: 4 hours x $168 = $672
   B. Engineer: 11 hours x $168 = $1,848
   C. Senior Engineer: 24 x $204 = $4,896
   Total request: $7,416.00

4. Extra Meetings. Per direction received in a 7/25/21 email from Pope, KFI was directed to attend all OAC meetings until Substantial Completion. We responded in an email dated 7/25/21, detailed below:

   Attendance at Phase 2-3 Construction Meetings was specifically addressed in our Phase 2 additional services request:

   1. The Additional Services was initially sent 2/4/2020 (attached), and listed attendance at the preconstruction meeting, and thirty-two (32) construction meetings. PAI did not accept the KFI proposal.
   2. Revised Fee proposal issued 9/10/2020 (attached), and listed a preconstruction meeting and thirty (30) construction meetings. PAI did not accept the KFI proposal.
   3. Revised Fee proposal issued 11/20/2020 (attached), and listed a preconstruction meeting and sixteen (16) construction meetings. PAI accepted this proposal.
   4. KFI has been present at the following pre-construction meetings: 5/19/21 virtually, 6/4/21, 6/16/21, 6/30/21, 7/7/21 virtually, and 7/14/21 construction meetings.
   5. KFI also met with Master Mechanical on 4/21/21 at Master Mechanical's offices, and 7/8/21 at Lyndale per Master Mechanical's request.
   6. Thus to date, KFI has attended the preconstruction meetings, five (5) on-site construction meetings, two (2) virtual construction meetings, one (1) meeting with Master Mechanical at their office and one (1) at the site, for a total of nine (9) meetings so far of the one (1) Pre-Con meeting and sixteen (16) agreed on for the summer of 2021 and 2022.

The below is a list of the previously attended and anticipated future meetings:

Year/Month	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2021 – Proposed	0	1	1	2	2	1	1	0	0	8
2021 actual/anticipated	1	1	3	2	3	4	2	2	1	19
2022 – Proposed	0	1	1	2	2	1	1	0	0	8
2022 Anticipated	1	2	4	4	4	2	1	0	0	18
2023 – Proposed	0	1	1	2	2	0	0	0	0	6
2023 Anticipated	1	2	2	4	4	2	1	0	0	16

Anticipate 5 hours per meeting (1-hour travel, 1-hour meeting, 2-hour observation and 1-hour minutes); Senior Engineer:

1. 2021 additional Meetings (19-8 = 11): 11 x 5 x $204 = $11,220.00
2. 2021 additional Meetings (18-8 = 10): 10 x 5 x $214 (anticipated rate) = $10,700.00
3. 2021 additional Meetings (16-6 = 10): 10 x 5 x $224 (anticipated rate) = $11,200.00

Total: $33,120.00

5. Punch lists: Per the 11/20/20 revised Professional Services proposal, four (4) punch lists were listed for Phase 2021/2022 and two (2) for 2023. To date, six (6) punch lists have occurred (8/11/21, 8/18/21, 8/25/21, 8/30/21, 9/7/21 and 9/29/21) with one (1) additional punch list (for fan rooms and boiler room) anticipated for 2021. The following punch list observations with write-up are considered additional services (Anticipate 7 hours per punch list; 1-hour travel, 2-hour observation, 1-hour minutes and 2-hour follow-up; Senior Engineer):

Year	Anticipated # of Punch lists	Anticipated time for observation and write-up	Additional Services Fee
2021	1 (additional)	1 x 7 x $204	$1,428
2022	3	3 x 7 x $214	$4,494
2023	3	3 x 7 x $224	$4,704
Additional Services Request for Additional Punch lists			***$10,626.00***

6. Effort due to abatement. Abatement Contractor removed much more than called for requiring the removed systems to be replaced:

A. RFI-060/PR-31 exhaust duct removed - Designer: 2 hours x $168 = $336
Senior Engineer 6 x $204 = $1,224
Total = **$1,560.00**

B. RFI-062 Domestic Water Abated - Senior Engineer 6 x $204 = **$1,224**

C. RFI-067 Abated Ductwork - Senior Engineer 4 x $204 = **$816**

D. CCD-6: Plumbing Items - Senior Engineer 6 x $204 = $1,224
Senior Designer: 4 x $168 = $672
Total = **$3,936.00**

Total: $5,496.00

7. Effort due to structural corrections/MPS existing items:

A. RFI-061 Vent in Wall - Senior Engineer 6 x $204 = $1,224

B. RFI-062 Room 124/224 Duct Revisions- Senior Engineer 5 x $204 = $1,020

C. RFI-063 Leaking Floor Drain- Senior Engineer 2 x $204 = $408

Total = $2,652.00

8. Additional effort due to CCD-6:

A. CCD-6 HVAC Items - Designer: 4 hours x $168 = $672
Senior Engineer 8 x $204 = $1,632
Total = **$2,304.00**

B. CCD pricing review:	Senior Engineer 4 x $204 =	$816
C. CCD pricing meeting:	Senior Engineer 3 x $204 =	$612
D. CCD pricing meeting post review:	Senior Engineer 4 x $204 =	$816
	Total =	**$2,244.00**

Total = $4,548.00

9. Anticipated future additional effort due to abatement in 2022/2023. Although unknown, it is assumed that there will be additional plumbing/piping and possibly ductwork needed to be addressed due to the abatement and phasing process:

A. 2022 Abatement items -	Designer: 4 hours x $176 =	$704
	Senior Engineer 16 x $214 =	$3,424
	Total =	**$4,128.00**
B. 2022 Phasing effort -	Senior Engineer 16 x $214 =	**$3,424**
C. 2022 Abatement items -	Designer: 4 hours x $185 =	$740
	Senior Engineer 16 x $224 =	$3,584
	Total =	**$4,324**.00

Total = $11,876.00

Total Additional Services based on anticipated hours (items 1 thru 9): ***$93,543.00***

Due to the project being extended to the three-year phase, KFI's Additional Services Request is $95,000.

Invoicing will occur on a monthly basis, payment terms are net 30 days, no retainage.

If you find this proposal acceptable, we shall be ready to amend the original AIA agreement.

Thank you for the opportunity to provide engineering services for this project. Please contact me at (651) 254-6993 if you have any questions.

Respectfully submitted,

KFI Engineers

_____

Mr. Lawrence G. Justin, P.E.
Senior Project Manager

KFI Engineers CIA S & F template version 2021 0311

AMENDMENT #1 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND RATWIK, ROSZAK & MALONEY, P.A.

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Ratwik, Roszak & Maloney, P.A. dated 3/22/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Ratwik, Roszak & Maloney, P.A. ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Ratwik, Roszak & Maloney, P.A. ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 440001073

1. *Original contract amount:* $95,000.00
2. *Accumulative contract amount:* $195,000.00

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: Section IV - Terms

Description:
The School District shall compensate the Independent Contractor for services during the period July 1, 2021 through June 30, 2022, at a rate of $220.00 per hour for senior attorney time including a minimum/maximum of $300/$5000 per case assigned, for a total amount not to exceed $195,000.00 (One Hundred Ninety-Five Thousand Dollars and 00/100 Cents). Independent Contractor's mid-level attorney time shall be billed at a rate of $175.00 per hour, and paralegal/law clerk time shall be billed at a rate of $110.00 per hour. Administrative time is not billable and is considered part of Independent Contractor's overhead business expenses that are not reimbursable by the School District. Independent Contractor shall assign School District work to their staff with the lowest hourly rate BUT with appropriate applicable licensing, education, and skills to perform said work.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

SPECIAL SCHOOL DISTRICT NO. 1

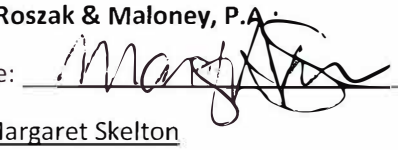
Signature: _____

Name: Amy Moore

Title: District General Counsel

Date: _____

Ratwik, Roszak & Maloney, P.A.

Signature: 

Name: Margaret Skelton

Title: Shareholder

Date: March 22, 2022

FY21 Multi Site Flooring Project

Contract Sum: $ 833,300

Contractor: Sheehy Construction, Inc.

Project Name and Number

Multi-Site Flooring Project
Minneapolis Public Schools Project Number 22MULTI002
OP 22-2223

Description

Flooring replacement at NE Middle School, Anthony Middle School and Wilder Complex.

Contract Documents

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
Exhibit B – Project Charter
Exhibit C – Owner Insurance
Exhibit D – Project Schedule
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 twenty-fourth day of March in the year 2022
(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)

Sheehy Construction Company
360 Larpenteur Avenue West, Suite 200
Saint Paul, MN 55113

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

FY21 Multi-Site Flooring Project
Northeast Middle School
1830 St. Anthony Parkway
Minneapolis, MN 55418
Anthony Middle School
5757 Irving Avenue South
Minneapolis, MN 55419
Wilder Complex
3345 Chicago Avenue
Minneapolis, MN 55407

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

Wendel
401 North 2nd Avenue, Suite 206
Minneapolis, MN 55401

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.

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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.

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

[X] 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 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.

(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

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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:

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.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

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.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.

§ 5.4 Prompt Payment to Subcontractors

(Paragraph Deleted)

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 mayrequest 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.

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§ 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

[X] 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)

Danial Hannover
Sheehy Construction Company
360 Larpenteur Avenue West, Suite 200
Saint Paul, MN 55113

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§ 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 developement 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:

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(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)

CONTRACTOR *(Signature)*

Daniel M. Krause, President
(Printed name and title)

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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 12:35:18 ET on 03/25/2022.

PAGE 1

AGREEMENT made as of the twenty-fourth day of March in the year 2022

...

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

...

Sheehy Construction Company
360 Larpenteur Avenue West, Suite 200
Saint Paul, MN 55113

...

FY21 Multi-Site Flooring Project
Northeast Middle School
1830 St. Anthony Parkway
Minneapolis, MN 55418
Anthony Middle School
5757 Irving Avenue South
Minneapolis, MN 55419
Wilder Complex
3345 Chicago Avenue
Minneapolis, MN 55407

...

Wendel
401 North 2nd Avenue, Suite 206
Minneapolis, MN 55401

PAGE 2

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

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...

§ 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

[**X**] 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.

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...

~~*(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 liquidateddamages, 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.*

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...

§ 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 asprovided in Section 3.3.2, insert*~~

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~~*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.

...

§ 5.4 Prompt Payment to Subcontractors

...

~~*(Insert rate*~~

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...

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 mayrequest 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.

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PAGE 7

[X] 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

...

Danial Hannover
Sheehy Construction Company
360 Larpenteur Avenue West, Suite 200
Saint Paul, MN 55113

PAGE 8

Owner prohibits Contractor from using the Work in any marketing material or business developement 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.)~~

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...

EXH-C Owner Insurance

...

EXH-D Project Schedule

...

~~[~] The Sustainability Plan:~~

...

~~Title~~	~~Date~~	~~Pages~~

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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 12:35:18 ET on 03/25/2022 under Order No. 2114296869 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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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-fourth day of March in the year 2022
(In words, indicate day, month and year.)

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

FY21 Multi-Site Flooring Project

Northeast Middle School
1830 St. Anthony Parkway
Minneapolis, MN 55418
Anthony Middle School
5757 Irving Avenue South
Minneapolis, MN 55419
Wilder Complex
3345 Chicago Avenue
Minneapolis, MN 55407

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)

Sheehy Construction Company
360 Larpenteur Avenue West, Suite 200
Saint Paul, MN 55113

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.

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.

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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.

§ 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 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.

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§ 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

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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 types and limits of insurance as defined in EXH-C Owner 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.)

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§ 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 in EXH-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.3.2.2.2 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.

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§ 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 the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

§ A.3.3.2 The Contractor shall purchase and maintain the types and limits of insurance 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	
Performance Bond	

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:

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This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the twenty-fourth day of March in the year 2022

...

(Name and location or address)

FY21 Multi-Site Flooring Project

Northeast Middle School
1830 St. Anthony Parkway
Minneapolis, MN 55418
Anthony Middle School
5757 Irving Avenue South
Minneapolis, MN 55419
Wilder Complex
3345 Chicago Avenue
Minneapolis, MN 55407

...

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

...

Sheehy Construction Company
360 Larpenteur Avenue West, Suite 200
Saint Paul, MN 55113

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§ 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.

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§ A.3.2.1 The Contractor shall purchase and maintain the ~~following~~ types and limits of insurance as defined in EXH-C Owner 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:

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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 in EXH-C Owner Insurance providing coverage for claims including

...

§ 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 the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

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§ 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.)*~~types and limits of insurance 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

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Exhibit B – Project Charter

Project Name and Number

Multi-Site Flooring Project
Minneapolis Public Schools Project Number 22MULTI002
OP 22-2223

Description

Flooring replacement at NE Middle School, Anthony Middle School and Wilder Complex.

Contract Sum

The Contract Sum shall be $833,300

Alternates

Item	Price	Status
#1 Wilder Complex 1st Floor East	$ 88,000	Accepted
#2 Wilder Complex 2nd Floor West	$112,000	Accepted
#3 Wilder Complex 2nd Floor East	$103,000	Accepted

Conditions

Item	Price	Conditions for Acceptance
n/a		

Allowances

Item	Price
n/a	

Unit Prices

Item	Units and Limitations	Price per Unit ($0.00)
Moisture Mitigation System	Per Unit	$5.00

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 additional 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

Multi-Site Flooring Project
Minneapolis Public Schools Project Number 22MULTI002
OP 22-2223

Description

Flooring replacement at NE Middle School, Anthony Middle School and Wilder Complex.

Schedule

Description	Date
Construction Commences	June 20, 2022
Substantial Completion	**August 12, 2022**
Final Completion	August 19, 2022

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

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)

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.

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1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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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.

§ 1.1.1.1 Notwithstanding the foregoing, it is understood and agreed that the Owner is an intended third-party beneficiary of all contracts between the Contractor and Subcontractors or Suppliers who provide labor and/or materials for the
Work.

§ 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 Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2017.

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§ 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 in tended results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. 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.

§ 1.4.2

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Owner/Contractor Agreement;
2. All Addenda to the Agreement with those of later date having precedence over those of earlier date;
3. The Supplementary Conditions;
4. The General Conditions of the Contract for Construction;
5. Specifications;
6. Drawings, with larger scale drawings having precedence over smaller scale drawings.

In the case of inconsistency between Drawings and Specifications or within Contract Documents not clarified by Addenda, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

§ 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. The Owner retains rights to the Instruments of Service pursuant to Article 7 of AIA Document B101-2017.

§ 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.

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§ 1.5.3 The Architect shall furnish to the Contractor a version of the Instruments of Service in electronic form for the sole purpose of the construction of the Project for which the Instruments of Service were created.

§ 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 may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or other form, 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 or other 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 thirty (30) 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

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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 and other obligations, 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 If requested by the Contractor and reasonably required for the Project, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The Contractor 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. The Contractor, not the Owner, is responsible for the timeliness of, or interference caused by, Subcontractors, Sub-subcontractors (of any tier), and others directly or indirectly under contract to the Contractor.

§ 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 three-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

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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 and expenses 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 within ten (10) days following written request for payment delivered by the Owner to the Contractor. 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.

§ 3.1.2

The Contractor shall hire a professional utilities locator to investigate and verify all private utility locations prior to excavation and cutting into of existing Work. The Contractor is responsible for locating, terminating, and reinstallation of all private utilities. Private site utilities may not be in the Drawings and Project Manual and as such, verification of private utilities is the sole responsibility of the Contractor. Costs associated with moving and repairing of unknown and undocumented utilities will be by appropriate Change Order. The Contractor shall comply with Gopher State One Call, or other public utility service locator to locate all public utilities prior to any work on site. This shall not relieve Contractor from obligations under 3.2.2.1.

§ 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 The Contractor
shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.3 and shall immediately report to the Architect errors, inconsistencies, or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Document unless the Contractor recognized such error, inconsistency, or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing or believing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume full responsibility for such performance and shall bear the attributable costs for correction and shall bear responsibility for any additional costs, delays, and damages resulting from such failure to immediately report any such errors, inconsistencies, or omissions which the Contractor may discover.

§ 3.2.1.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect immediately in writing.

§ 3.2.1.2 The Contractor shall carefully study and compare the Contract Documents with existing conditions at the job site and shall immediately report in writing to the Architect any error, inconsistency, or omission which the Contractor may
discover or any materials, systems, procedures, or methods of construction, either shown on the Drawings or specified, which the Contractor has reason to believe are incorrect, inadequate, obsolete, unsuitable for the purpose intended or which the Contractor has reason to believe would constitute or result in a violation of the Contractor's

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warranty under Paragraph 3.5 or applicable law. The Contractor shall not proceed with any work in such areas until written instructions are received from the Architect.

§ 3.2.2 The Contractor shall perform the Work in accordance with the Contract Documents and submittals accepted pursuant to Paragraph 3.12.

§ 3.2.3 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for interpretation or information where such information was available to the Contractor from a careful study and comparison of the Contract Documents, Field Conditions, Owner Provided Information, Contractor Prepared Coordination Drawings, or prior Project Correspondence or Documentation.

§ 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.

§ 3.3.4 The Contractor shall at all times staff the Project adequately to allow the Project to be managed and completed in a timely and professional manner. The Contractor shall have competent supervision on the job during work hours and readily available at all times upon call.

§ 3.3.5 The Contractor shall at all times make reasonable provisions to protect any work performed by any separate contractors, adjacent property, and the existing building (if any) from damage due to the Work or due to the weather.

§ 3.3.6 The Owner or its approved representative (heretofore referred to as Owner's Representative) shall have access to the Work site and all Work. No supervision or inspection by the Owner or the Owner's Representative, nor the authority to act nor any other actions taken by the Owner's Representative shall relieve the Contractor of any of its obligations under the Contract Documents or give rise to any duty on the part of the Owner.

§ 3.3.7 The Contractor shall take appropriate precautions to ensure that the Work does not materially disrupt any ongoing operation by the Owner at the Project (if any) except to the extent any such disruption is a necessary result of performing a particular portion of the Work, in which case the contractor shall provide the Owner with reasonable advanced written notice and shall take all commercially reasonable measures to minimize the impact on the Owner and the Owner's
operations.

§ 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

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and whether or not incorporated or to be incorporated in the Work. Should the Contract Documents require Work to be performed after regular working hours or should the Contractor elect to perform Work after regular working hours, the additional cost of such Work shall be borne by the contractor.

§ 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.

§ 3.4.4 The Contractor shall be responsible for all additional costs incurred to incorporate into the project substitute materials, products, or equipment approved by Owner during the bidding period.

§ 3.4.5 The Contractor shall exercise reasonable efforts, consistent with the provisions of the Contract Documents to obtain the maximum available cash discounts on all materials, provided that, in doing so, the Contractor shall not accept or use materials for incorporation into the Project which are of a type or quality not reasonably contemplated under the terms of the Contract Documents.

§ 3.4.6 After award of the Contract, a request for substitution of a material, product, or piece of equipment at no change in the Contract Sum will not be approved by the Owner or the Architect, unless the specified item is no longer manufactured, the specified item is unavailable as a result of an act of government such as a declaration of a national emergency, or delivery of the specified items is substantially delayed as a result of labor disputes affecting the manufacturer, unusual delay in transportation, or any other cause beyond control of the Contractor or a Subcontractor or material supplier which the Architect determines justified the delay. Requests will not be approved where the delay in delivery results from failure to promptly place subcontracts and material orders. Requests for substitution shall be submitted in writing to the Architect and shall clearly describe the proposed substitution, state the reason for the unavailability of a specified item and be accompanied by such additional data and information as may be necessary in the discretion of the Owner and the Architect to establish the acceptability of the proposed substitute.

§ 3.4.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed Substitutions and for changes made to the Contract Documents as a result of Owner's acceptance of such
Substitutions.

§ 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. The Contractor shall arrange for the Owner to have the benefit of and right to enforce all warranties by Subcontractors, Sub-subcontractors, suppliers, and manufacturers.

§ 3.5.3 Manufacturers' warranties and warranties by others shall not relieve the Contractor of any of its

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responsibilities.

§ 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. The Contractor shall be responsible for the Sewer Access (SAC) and Water Access (WAC) fees for the Project. The Contractor shall pay the SAC/WAC costs to the authorities having jurisdiction from the Allowance in the Base Bid for such charges as defined in the Construction Documents.

§ 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 or believing it to be contrary to applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs, delays, and damages resulting from such failure to immediately notify the Architect and Owner of any such violation.

§ 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 ten (10) 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;

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.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 including that performed by all Subcontractors. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications including and not limited to communications regarding design changes, alterations, substitutions, clarifications, cost changes, etc. shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. All communications given to the superintendent shall be confirmed in writing to the Contractor upon written request of either or both the superintendent and 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 or any other management personnel 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.

§ 3.9.4 If requested by the Owner, the Contractor shall preplace the Superintendent at no additional cost to the Owner. No other change in this position shall be made without notice to and written consent of the **Owner.**

§ 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, critical path schedule milestones, major construction milestones including and not limited to Civil, Demolition, Structural, Mechanical, Electrical, and Plumbing, 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 and accepted by the Owner and Architect.

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§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, one record copy of the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and updated daily to indicate field changes and selections made during construction, and in addition accepted and 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 as required to complete routine inspections by Architect and Owner prior to any approval of payments to the Contractor, and delivered to the Architect for submittal to the Owner upon completion of the Work. The Architect and Contractor must verify that all "as-built" Drawings, Specifications, Addenda, Change Orders, and other Modifications are up-to-date before Contractor's Application for Payment is acceptable and before the Owner incurs any duty to pay Contractor in accordance with the Contract. The record documents shall be a separate set of documents labeled "Record Documents" and used only for record purposes and kept clean and undamaged.

§ 3.11.1 No review or receipt of such records by the Architect or Owner shall be considered a waiver of any deviation from the Contract Documents or approved shop drawings, or any way relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents.

§ 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 accepted by the Architect.

§ 3.12.8 The Work shall be in accordance with accepted submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's acceptance 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 acceptance to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued

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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 acceptance 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 acceptance 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 hire a professional utilities locator to verify locations of all public and private utilities prior to initiating any cutting work. 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 continuously free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, Contractor generated waste materials, the Contractor's generated hazardous waste materials, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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§ 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 which would otherwise exist as to a party or person described in this Section 3.18. The Contractor, furthermore, agrees to obtain, maintain, and pay for such general liability coverage and endorsements (including product and completed operations coverage) as will ensure the provisions of this paragraph. The Contractor agrees to reimburse the Owner, its agents and employees for all costs and disbursements, including attorneys' fees, paid or incurred to enforce the provisions of this paragraph.

§ 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.

§ 3.18.3 To the fullest extent permitted by law and without limiting any other indemnification obligations of the Contractor, except to the extent caused by the uncured failure of the Owner to make payment when required by the Contract Documents, the Contractor shall indemnify and defend the Owner, its officers, directors, assigns, lenders, agents, and employees from any liens, charges (including attorney's fees) or encumbrances (including but not limited to mechanic's and materialmen's liens or bond claims) arising out of or in connection with the performance of the Work by Contractor, its Subcontractors, or its material suppliers. Upon request of the Owner, the Contractor shall within 60 days remove any liens filed against the Owner or its property. If the Contractor fails to do so, the Owner is authorized by the Contractor to remove or satisfy any such liens, and the Contractor shall pay to the Owner all costs and damages incurred by the Owner to do so, including attorneys' fees.

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.

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§ 4.1.3 In the event the employment of the Architect is terminated, the Owner may employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.1.4 Disputes arising under Subparagraphs 4.1.2 and 4.1.3 shall be subject to action at law as provided in Paragraph 15.3.

§ 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 the Owner's consultant (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 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 Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when 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. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

§ 4.2.2.2 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the
Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with 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 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 unless otherwise provided. The Contract Documents may specify other communication protocols. The Owner may require the Architect and the Contractor to comply with Owner requirements in regards to public communications and site signage.

§ 4.2.5 Based on the Architect's observations and valuations of the Work and 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 will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional 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.

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§ 4.2.7 The Architect will and the Owner may 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 or Owner's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals by the Architect or the Owner 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 or the Owner'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 or the Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's or Owner's acceptance of a specific item shall not indicate acceptance 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 the requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made to them.

§ 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 so 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

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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 in writing 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. The Contractor shall not employ any subcontractor or use any material to which the Architect or Owner may object as incompetent or unfit, or where there is reason to assume the Work will not be accomplished in accordance with the Contract Documents. Prior to the employment of the named subcontractors, the Contractor must obtain the Owner's approval of such subcontracts for the designated portion of the Work.

§ 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.

§ 5.2.2.1 The right to reject any Subcontractor or Sub-subcontractor will be exercised by the Owner or the Architect when in the reasonable opinion of either of them the proposed Subcontractor or Sub-subcontractor:

1. cannot provide (or proposes unacceptable deviations in) materials, equipment, systems, methods, facilities, or other work as required by the Contract Documents;
2. cannot provide labor and skill necessary to accomplish the part of the Work for which it is proposed, including but not limited to quality of craft;
3. lacks experience appropriate to the proper execution and completion for that part of the Work for which the Subcontractor or Sub-subcontractor is proposed;
4. has previously failed to perform satisfactorily with respect to other projects, including cooperation and necessary services after project completion;
5. cannot satisfactorily perform the part of the Work for which the Subcontractor or Sub-subcontractor is proposed within the time schedule, due to financial status, size of organization, existing workload or other considerations;
6. cannot demonstrate ability, through examples of representative work, to perform the part of the Work for which the Subcontractor or Sub-subcontractor is being considered; or
7. exhibits other factors bearing on the probability of unsatisfactory performance.

§ 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. The Contract Sum shall be increased or decreased by the difference, in cost occasioned by such change, and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. Notwithstanding the foregoing, the Contractor shall have a continuing duty to the Owner and Architect to find and propose such persons or entities as shall not result in material increase in the Contract Sum, or a material decrease in the quality of Work contemplated under the Contract Documents.

§ 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. Any proposed substitution or a subcontractor, person, or entity for one previously selected shall be made in a separate writing to the Owner and Architect. No substitution shall be deemed approved/accepted without written confirmation from the Owner and Architect. Neither acceptance of, nor objection to a Subcontractor or Sub-subcontractor, material supplier, or other person or organization by the Owner and the Architect shall limit the responsibility of the Contractor to furnish materials, products, equipment, and services in conformance with the requirements of the Contract Documents.

§ 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

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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 shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 The Contractor, not the Owner, is responsible for the performance of, the actions of, the timeliness of, or interference caused by, Subcontractors, Sub-subcontractors (of any tier), and others directly or indirectly under contract to the **Contractor.**

§ 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. The Contractor shall schedule, coordinate, and cooperate fully with all other contractors. The

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Contractor shall take all reasonable steps necessary to assure scheduling, coordination, and cooperation among the contractors.

§ 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 reasonably discoverable.

§ 6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

§ 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 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Article 15 provided the separate contractor has reciprocal obligations.

§ 6.2.6 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 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 as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

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.

§ 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.

§ 7.1.4 The amount of credit to be allowed by the contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect after

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consultation with the Owner. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for both overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

§ 7.1.5 In Paragraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost,
2. For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved for Work performed by the Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.
4. For each Subcontractor for Work performed by the Subcontractor's Sub-subcontractor, five percent (5%) of the amount due the Subcontractor.
5. Costs to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
6. In order to facilitate checking of quotations for extras or credits, all proposals, expect those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over $500 be approved without such itemization.

§ 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.

§ 7.2.2 Change Orders shall be prepared on AIA Document G701.

§ 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:

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.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 (at rates approved by the Owner);

.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.

§ 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 up to and not exceeding $25,000. 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 and approved by the Owner. 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. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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§ 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” shall mean calendar day of 24 hours beginning at 12:00 midnight. Calendar days as stated in the Contract Documents, shall include all days of a seven (7) day week including Saturdays, Sundays, and holidays. The term "Milestone Date" is, in each instance, the date established in the Contract Documents for the Substantial completion of all or a designated portion of the Work.

§ 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 and shall achieve specific contractual Milestone Dates (if any), Substantial Completion and final Completion within the time stated in the Contract Documents..

§ 8.2.4 Contractor understands and agrees that all Work must be performed in an orderly and closely coordinated sequence so that the dates for Substantial Completion, Final Completion, and Milestone Dates (if any) may be met by the Contractor.

§ 8.2.5 Timely final Completion of the Project being of critical importance to the Owner, Contractor agrees that they shall substantially complete all Work under the Contract documents within the time established herein and that they shall finally complete the Work in the detail required and in the time required by the Contract Documents.

§ 8.2.6 To the extent that the Contract Documents contain or provide for specific contractual Milestone Dates in addition to Final and Substantial Completion dates, such dates shall be adhered to and shall be the last acceptable dates for those milestones and completions, unless modified by the Owner.

§ 8.2.7 Notwithstanding anything to the contrary contained in the Contract Documents, in the event that any Contractor fails, or appears likely, in the reasonable opinion of the Owner, to fail to complete a critical portion of their Work on time or to complete any dates for Substantial Completion, Final Completion, or Milestone Dates as evidenced by the latest update of the CPM Schedule Report, the Owner shall have the right to select and require Contractor's performance under any or all of the following operations:

1. Require the Contractor to substantiate their capability to get back on schedule within two (2) days;
2. Require the Contractor, at no additional cost to the Owner, to increase their work force, work overtime and/or extra shifts and do whatever else is required by the Owner until the Contractor gets back on schedule as established by the CPM Schedule Report (including any updates thereto);
3. Withhold progress payments or portions thereof until such time as the contractor returns to schedule, but only related to Substantial Completion or Final Completion;
4. Contact or visit the factory, plant, or distribution center whose production or delivery schedule may be critical to the scheduled completion of a portion of the contract work and expedite such production delivery at Contractor's expense; or
5. Require the Contractor to complete, in detail, and submit weekly a Short Interval Schedule (SIS) showing: 1) planning for the next two weeks; 2) work completed for the previous week; 3) sufficient detail to evaluate daily milestone (if any) and manpower/equipment loading, and shall identify/tie into the monthly updated CPM Schedule Report.

Any costs incurred by the Contractor in fulfilling the option(s) selected by the Owner shall be at the Contractor's expense.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the 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

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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; or (4) by other causes that the Contractor asserts, and the Architect determines, justify delay, then subject to the conditions hereinafter set forth, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Requests for extensions of time for causes enumerated above will be considered by the Architect only under the following conditions:

1. Only those conditions enumerated above over which the Contractor has no control will be considered. The burden of proof to substantiate the claim for an extension shall rest with the Contractor, including evidence that the cause was beyond their control. It shall be deemed the Contractor has control over the supply of labor, materials, equipment, methods, techniques, and over their subcontractors and suppliers.
2. In the event of Changes in the Work, any consideration for a time extension will be made only at the time of authorizing the changes, and no later than when the Change Order is prepared, and only if the Change Order significantly affects the time and progress of the entire Work. For changes which do not affect the entire Work, time extension may be granted only for the area, phase, unit, or element affected by the change, if due to a valid reason for a time extension;
3. Any unusual delay in deliveries will not be considered unless it is solely due to transportation. An extension of time will not be granted for delays in deliveries where said delivery was not properly scheduled or when orders were not promptly and properly placed;
4. With respect to a claim for an extension of time as a result of climatic conditions, the Contractor shall recognize the location of the site and the existence, as normal, or variations from "average" conditions. Foul weather in itself will not be a valid reason for a time extension. Requests for time extensions because of delay resulting from weather extremes will not be considered unless a substantial variation from usual weather conditions occurs for a significant period of time, during phases of the Work when operation necessarily were suspended to a significant degree when they would otherwise have been in progress. In considering the time extension, the weather conditions both before and after the period in which the delay is claimed will be evaluated with credit given for unseasonably favorable weather;
5. Delays resulting from a labor dispute will not result in a time extension of a longer period than the dispute, plus a reasonable time for mobilization if justified and necessary as approved by the Architect, and may be less depending on the impact of the dispute, including what operations were suspended or curtailed;
6. A delay in the overall Project progress actually occurred and clearly disrupted the total Project programs as a result of one of the valid causes for time extension. An extension of time for parts, phases, or stages may be granted where a valid delay indicated such partial time extension is justified;
7. No time extension will be granted as a result of improper scheduling or for failure to have shop drawings or samples submitted in ample time for review under a reasonable and agreed upon schedule; or
8. Delays by subcontractors or suppliers will not be considered justification for a time extension, expect for the same valid reasons and conditions enumerated under Subparagraph 8.3.1.

§ 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.

§ 8.3.4 The Contractor shall be responsible for all Owner incurred costs associated with a Contractor related to delay in completion of the Project. These costs may include, but are not limited to, Owner staff overtime, Consultant additional fees, additional testing, and/or additional rental or storage costs. A Change Order or Construction Change Directive will be issued to cover these costs. If a Change Order is not agreed to by the Contractor, the Owner, after presenting documentation to the Contractor, may deduct these amounts without a Change Order from the Contract Sum. This is subject to the right of either party to disagree and assert a claim in accordance with Article **15.**

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.

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§ 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

Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. The 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. The Contractor, after receipt of Notice to Proceed, shall meet with the Owner and the Architect for the purpose of reviewing the Project CPM Schedule and the Contract Schedule of Values. The Contractor shall develop a CPM Schedule for completing their portion of the Work, in conjunction with all other Contractors or Bid Packages, at the Pre-Construction Meeting(s). The Schedule of Values is to be broken down into specification sections and by labor and materials.

§ 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 for operations comp0leted in accordance with the Schedule of Values. Such application shall be notarized 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 material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

§ 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 Such applications shall not include requests for payment of amounts the Contractor does not intend to pay a Subcontractor or supplier because of a dispute or other reason.

§ 9.3.1.2 Following certification of the Application for Payment by the Architect, the Owner shall pay 95% of its value, retaining 5% until Final Completion.

§ 9.3.1.3 Contractor shall provide lien waivers for itself for the current payment application and for Subcontractors, Sub-subcontractors, and suppliers for the pervious payment application before the Contractor has earned or has the right to receive payment for the specific items of work or materials covered by the lien waivers. All lien waivers shall be provided in the form required by the Owner. This Paragraph shall not limit other obligations of the Contractor contained elsewhere to provide lien waivers.

§ 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.

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§ 9.3.4 In each Application for Payment, the contractor shall certify as follows: "That there are no known mechanics' or materialmen's liens or stop notice claims outstanding by the application or any of its subcontractors of any tier, or any of the applicant's or subcontractor's material suppliers, or laborers at the date of this application, that all due and payable bills with respect to the Work have been paid or are included in the amount requested in current application, and that, except for such bills, not paid by Owner, but so included, there is no known basis for the filing of any mechanics' or materialmen's liens or stop notice claims on the Work, and that waivers from Contractor, its subcontractors of any tier, or any of the applicant's or subcontractor's material suppliers and laborers have been obtained in such form as to constitute an effective waiver of liens or stop notice claims, under the laws of the State of Minnesota to the extent of payments made by Owner to Contractor."

§ 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 observations at the site, 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.

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§ 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 within thirty (30) days of receipt by Owner of Certificate of 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. Per Minnesota Statute 471.425, within ten (10) days of Contractor's receipt of payment from Owner, the Contractor must pay any Subcontractor for any undisputed services provided by the Subcontractor. The Contractor shall pay interest of one and one-half percent (1-1/2%) per month, or any part of a month, to the Subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.00. For an unpaid balance of less than $100, the Contractor shall pay the actual interest penalty due to the Subcontractor. Contractor is advised that by reason of Minnesota Statute 471.425, Subd. 4a, if a Subcontractor prevails in a civil action to collect interest penalties from a prime contractor, the Subcontractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

§ 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 material and equipment 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

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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 thirty (30) days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon ten (10) 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, which shall be accomplished as provided in Article 7.

§ 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 and when the Architect issues a certificate of Substantial Completion.

§ 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. The Contractor shall proceed promptly to complete and correct items on the list. 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. 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 in accordance with the requirements of the Contract documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.3 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.

§ 9.8.6 Upon Substantial completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

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§ 9.8.6.1 The retainage is for the performance of the Contractor. Nothing in this Agreement connects the retainage to the Subcontractors. Upon satisfactory completion of the Project, and full payment by the Owner to the Contractor for the Work of any Subcontractor, the Subcontractor is to be paid in full. The Owner, at its sole discretion, may continue or make adjustments of the full retainage for the performance of the Contractor.

§ 9.8.6.2 Prior to requesting a reduction of retainage, the Contractor shall obtain in writing an agreement from the Surety agreeing to such a reduction. In reducing retainage, the Contractor shall use the retainage to make full payment to Subcontractors who have completed 100% of their work. The Contractor shall provide to the Owner documentation of payment to Subcontractors and an agreement for retainage deduction from the Surety of the Subcontractor.

§ 9.8.7 The Architect shall make inspection(s) for Substantial Completion and Final Completion in accordance with the AIA Document B101 Owner Architect Agreement. If additional inspections are required due to the Contractor's failure to complete previously listed corrective or uncompleted work, the Architect's expense for conducting such re-inspections and related time in processing, reviewing, and revision of requirements shall be charged to the Contractor and such payment shall be accomplished by a deductive Change Order to the Contractor.

§ 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 observations, 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 and will not be canceled or allowed to expire until at least sixty (60) days' prior written notice has been given to the Owner, (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,

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such as manufacturers' warranties or specific Subcontractor warranties, including a summary listing all applicable warranties both standard and extended, itemized by specification section and included at the front of the Operation and Maintenance manuals, and (6) 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.

§ 9.11 DAMAGES FOR DELAY

§ 9.11.1 The Contractor shall be responsible for damages incurred by the Owner and any other separate contractors for delay resulting from the Contractor's failure to complete the Work within the contract Time or resulting from the progress of the Work failing to substantially conform to the Project Construction Schedule.

§ 9.11.2 If the Contractor is delayed by the Owner, Architect, or any agent or employee of any of the foregoing, the Contractor's sole and exclusive remedy for the delay shall be the right to a time extension for completion of the Contract and not damages. This paragraph does not preclude Contractor's recovery of damage for contractor-caused delays under other provisions of the Contract
Documents.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1.1 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.

§ 10.1.2 The Contractor shall comply with all applicable laws and regulations. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone
else.

§ 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 damages to person or property because of an act or omission of the other party, of any of the other party's employees or agents, 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 ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Paragraphs 15.1.4 and 15.1.5.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCV) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

1. Except where otherwise stated in the Contract Documents, no hazardous material work of any nature shall be performed by the Contractor pursuant to this Contract.
2. The term "hazardous materials" includes, but is not limited to, asbestos, toxic chemicals, acids, alkalis, irritants, contaminants, or other pollutants, together with any other waste, material, substance, pollutants, or

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contaminant, all or a portion of which is or would be designated as hazardous waste or substance under applicable local, state, or federal laws, ordinances, codes, rules, or regulations.

§ 10.3.2 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB)

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, 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 is asbestos or polychlorinated biphenyl (PCB) 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), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner, or anyone for whose acts the Owner 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 which would otherwise exist as to a party or person described in this Subparagraph 10.3.3.

§ 10.3.4 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor, and Architect shall then proceed in the same manner described in Subparagraph 10.3.1.

§ 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. Owner shall be responsible for obtaining the services of a licensed laboratory to verify a 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 verify that it has been rendered harmless.

§ 10.3.6 Regulations concerning the availability of information and employee training in the use and handling of "hazardous substances" and "harmful physical agents", as set forth in the Employee Right-to-Know Act of 1983, Minnesota Statutes Section 182.65 to 182.676 are incorporated herein by reference as if fully set forth herein.

§ 10.3.7 The Contractor shall furnish three Material Safety Data Sheets to the Owner for each material used in the Work that is classified by the Employee Right-to-Know Act of 1983 as a "hazardous substance" or a "harmful physical agent."

§ 10.3.8 The Contractor shall label, in generally accepted and/or standardized fashion, all containers on the work site containing "hazardous substances" or as "harmful physical agents." This shall include factory containers and all subsequent containers used in the Work.

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

§ 10.5 MISCELLANEOUS GENERAL PROVISIONS

§ 10.5.1 In occupied facilities from the time the Work is begun until the Contract is completed, the Contractor shall be responsible for coordinating care and control of their contracted responsibilities with the Owner on the construction premises. The Contractor shall maintain all the Contractor's Work areas on the Project site in first class condition during term of operation under this Contract.

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§ 10.5.2 The Contractor shall give full protection to existing adjacent buildings and occupants. The Contractor shall replace or repair, at the Contractor's own expense, all damage to existing buildings, sidewalks, curbs, drives, fences, planters, signage, monuments, lawns, plants, trees, and shrubbery arising as a result of Work performed under the Contract.

§ 10.5.3 Utilities encountered, whether shown on Project Drawings or not, shall be protected and maintained in service until moved or abandoned. The Contractor shall exercise care in the excavation around such utilities as may be shown on the Project Drawings or otherwise found, and which are not to be moved, replaced, or abandoned, and shall restore any damaged items or Work to the same conditions (or better) as existed prior to starting Work. Utilities or other service shown to be abandoned shall be maintained in service until facilities are provided, tested, and ready to use. The Contractor shall take all reasonable precautions in working in the area of excavation to avoid personal injury or property damage resulting from interception or interruption of electrical, telephone, sewer, water, gas, or other services, and shall also cause all Subcontractors, Sub-subcontractors material suppliers, laborers, and other persons on the construction premises to take such precautions. The location and nature of such concealed or buried services is not guaranteed or completely indicated by Owner or Architect.

§ 10.5.4 The Contractor shall at all times take reasonable and adequate precautions to protect the Work from damage by the elements, including flooding, rainstorms, windstorms, and any other elements or natural events, etc., and shall not expose the Work of any other contractor to such damages. Where the Contractor, any Subcontractor, or any Sub-subcontractor prepares or erects any material during any season of the year when freezing weather may be anticipated, the Contractor shall employ (and shall cause such Subcontractor or Sub-subcontractor to employ) such methods as may be necessary to render such Work equal in every respect to similar Work done under favorable conditions and the Contractor shall exercise (and shall cause any such Subcontractor or Sub-subcontractor to exercise) reasonable care and diligence to prevent its damage or deterioration. The Contractor shall be responsible for maintaining the building an a dry condition until acceptance. The Contractor shall be responsible for any damage from water, as well as for damage, collapse, or failure of any part of the building caused by excess water undermining or creating pressures on the structures.

§ 10.5.5 The Contractor shall not sue any internal combustion machinery that causes noxious, harmful, or toxic fumes inside an enclosed building. When use of internal combustion machinery is unavoidable inside enclosed buildings, the Contractor shall obtain written approval from the Owner prior to use of the machinery and shall provide full ventilation to the outside of the enclosed building for the exhaust of the internal combustion machinery. The Contractor shall locate internal combustion machinery outside an enclosed building so that the exhaust fumes will not enter the building through vent ducts, doors, windows, or other openings in the building.

§ 10.5.6 If, without negligence on the part of the Contractor, the Contractor is held liable 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 indemnify the Contractor for all reasonable costs and expenses thereby incurred.

§ 10.6 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act 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, in EXH-C.3 Owner Insurance, 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 and which carry a Best's rating of A- or higher or are otherwise acceptable to the Owner. 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.

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§ 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. The Contractor shall furnish Certificates of Insurance acceptable to the Owner which shall specifically set forth evidence of all coverage required by Article 11 and EXH-C.3 Owner Insurance and shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance.

The Contractor shall not allow insurance required by this Agreement to lapse, be canceled, reduced in limits or coverage, non-renewed, or materially changed or have restrictive modifications added during the life of this Agreement, including the periods of required coverage. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage and limits.

If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, all additional certificates evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.3.1 Acceptable insurance certificates are AIA Document G705, CICC of Minnesota Form 701, and/or ACORD form of the American Insurance Institute.

Failure of the Owner to collect certificates does not void the requirements to obtain insurance.

The acceptance of any certificate of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood the Owner and Architect do not in any way represent that the insurance specified in these articles are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimum requirements.

The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage and limits.

§ 11.1.4 In the event the Contractor fails to procure or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and deduct the cost thereof from any monies due to the Contractor, or terminate this Agreement under Paragraph 14.2. The Contractor shall be liable to the Owner for providing all coverage, defense, and payments that would have been provided by any insurance that the Contractor failed to procure and maintain as required by the Contract Documents.

§ 11.1.5 Compliance by the Contractor with the foregoing insurance requirements shall not relieve it from liability for amounts in excess of the limits of insurance.

§ 11.1.6 The Contractor and any of its Subcontractors, Sub-subcontractors, agents and employees, and any separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees shall waive any of their subrogation rights on their Workers Compensation Policy in favor of the Owner and Architect. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogration shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

§ 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

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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. The Owner may self-insure and maintain the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

§ 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.

(Paragraph Deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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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 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.

§ 11.6.1 Contractor shall furnish a Performance Bond and a Payment Bond to the Owner in the amount of one hundred percent (100%) of the Contract Sum and issued by a Surety Company authorized to do business in the State of Minnesota, rated "A" or better, and approved by the Owner. The Performance Bond shall be in accordance with Minnesota Statutory requirements, and shall be in the form included in the Project Manual. The Bonds shall allow for any additions or deductions to the Contract Sum.

§ 11.6.2 In order to be acceptable as a surety, Contractor's bonding company bust hold a "Certificate of Authority" acceptable to the U.S. Treasury Department and be listed in the Department's current publication of "Bond Qualifiers" with underwriting limitations not less than ten percent (10%) above the Contract Sum.

§ 11.6.3 The surety of the Bonds shall be by a corporate surety company authorized to do business in the state in which Work is being performed under this Contract and acceptable to the Owner. The conditions of the bonds shall meet requirements of the statutes of the state where Work is being performed and all other applicable provisions of state law.

§ 11.6.4 The Contractor shall furnish two (2) originals of the Bonds to the Architect within ten (10) days after notification of award and before execution of the Contract. Failure to do so shall constitute a violation of terms of the proposal and provide grounds for forfeiture of bid security.

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.

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§ 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. The Contractor shall bear 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.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 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(and any other property damaged or removed in effecting the correction) after receipt of notice from the Owner and/or Architect to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner and/or Architect shall give such notice promptly after discovery of the condition. This period of
one year 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 performance of the Work. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the contract and termination of the Contract. The Owner and/or Architect shall give such notice promptly after discovery of the
condition. The expiration of the above one year or any other specified time period, or any other period prescribed by the law, shall not relieve the Contractor of the obligation form the expense to correct any latent defect in the work or deficiencies which are not readily ascertained, including but not limited to, defective materials and quality of work performed, defects attributable to material substitutions for special materials, substandard performance or otherwise not in compliance with the Contract Documents. Such latent defects or deficiencies shall be corrected as provided in this Paragraph 12.2. Following the correction or replacement of any of the Work, as above specified, the Contractor shall correct any defects or deficiencies in the corrected or replaced materials and workmanship which is found within one year after the date of correction or replacement.

§ 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 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may correct or remove it and store the salvageable materials or equipment all at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

§ 12.2.6 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 time period of one year as described in Subparagraph 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 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.

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§ 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. The Owner 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. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may observe 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 a minimum of two (2) working days' notice to the Architect of when and where tests and inspections are to be made so that the Architect may observe procedures. The Owner shall bear such costs, except as provided in Subparagraph 13.4.3.

§ 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.

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§ 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 NON-DISCRIMINATION

§ 13.5.1 All contracts between the Owner and companies providing goods and services under the Contract Documents (including the Architect and Contractor) shall contain the following equal opportunity and civil right clause:
"During the performance of this Agreement, the provider agrees to the following: No contractor, material supplier, vendor, or other person shall on the basis of sex, race, creed, color, religion, national origin, age, marital status, sexual orientation, or disability be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and State laws against discrimination, including the Minnesota Human Rights Act and the Civil Rights Act of 1964."

Upon request, the provider shall furnish all information and reports required by the Owner, or by the rules and regulations of investigation to ascertain compliance with all applicable rules and regulations. The provider shall also comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

The provider acknowledges that the violation of the above-stated paragraph is a misdemeanor pursuant to Minnesota Statutes Section 181.59.

This Agreement may be cancelled or terminated by the Owner or any other person authorized to grant the contracts for employment under this Agreement, and all money due, or to become due under this Agreement may be forfeited for a second or any subsequent violation of the non-discriminatory terms stated above.

§ 13.5.2 During the completion of the work and all other services required by the Contract Documents, the Architect and Contractor agree that no contractor, material supplier, vendor, or other person shall, on the basis of sex, race, creed, color, religion, national origin, age, marital status, sexual orientation, or disability be excluded from full employment rights in participation in, be denied the benefits of, or be otherwise subjected to discrimination under the provisions of any and all applicable Federal and State laws against discrimination, including the Minnesota Human Rights Act and the Civil Rights Act of 1964. Upon request, the Architect and Contractor shall furnish all information and reports required by the Owner, or by the rules and regulations of investigation to ascertain compliance with all applicable rules and regulations. The Architect and Contractor shall also comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

Architect and Contractor acknowledge that the violation of the above-states paragraph is a misdemeanor pursuant to Minnesota Statutes Section 181.59.

The Contract Documents may be cancelled or terminated by the Owner or any other person authorized to grant the contracts for employment under this Agreement, and all money due, or to become due under the Agreement may be forfeited for a second or any subsequent violation of the non-discriminatory terms stated above.

§ 13.6 No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded the Owner under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence of the Owner in a breach of the Contract Documents, except as may be specifically agreed in writing. None of the approval of any Application for Payment, the making of any payment, the giving of any approval or consent, the use or occupancy of the Work, or any part thereof, the making of final payment, or any other action or inaction on the part of the Owner or Architect shall constitute a waiver of claims by or rights of the Owner or an acceptance of any Work that is not in accordance with the Contract Documents. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the

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representations of the Owner or Architect, or by inspections, tests, or approvals required or performed by the Owner or Architect or anyone else.

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.

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§ 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 or decreases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include reasonable 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.

(Paragraph Deleted)

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 ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the

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condition giving rise to the Claim, whichever is later. Any additional Claim made after and relating to the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

§ 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 written 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. Subject to paragraph 15.1.5, no such continuing performance by the Contractor, nor payment by the Owner shall be deemed a waiver of, or to otherwise impair any such Claim.

§ 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 any 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.

§ 15.2 Initial Decision

§ 15.2.1 Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action. A decision by the Architect, as provided by Subparagraph 15.2.2, shall be required as a condition precedent to action at law or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless if (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to action at law or litigation in the event (1) the position of *(Paragraph Deleted)*

Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 15.2.2 within the ten (10) days after the Claim is made, (4) ten (10) days, which decision shall be final subject to action at law as provided in paragraph 15.3. 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 Architect will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part stating reasons for the rejection, (4) recommend approval of the Claim by the other party, or (5) suggest a compromise. If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or

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requested by the Architect, the Architect shall notify the parties in writing that the Architect's decision will be made within ten (10) days, which decision shall be final subject to action at law as provided in Paragraph 15.3.

§ 15.2.3 If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

§ 15.2.4 If a Claim has not been resolved, the party making the Claim shall, within ten (10 days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim, or (3) notify the Architect that the initial Claim stands.

§ 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days, which decision shall be final and binding on the parties but subject to action at law. Upon expiration of such time period, the Architect will render to the parties
the Architect's written decision relative to the
Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6 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.

(Paragraph Deleted)

§ 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.

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PAGE 1

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

PAGE 2

EXH-A Project Charter

...

EXH-C.3 Owner Insurance

PAGE 10

§ 1.1.1.1 Notwithstanding the foregoing, it is understood and agreed that the Owner is an intended third-party beneficiary of all contracts between the Contractor and Subcontractors or Suppliers who provide labor and/or materials for the

...

~~§~~ **Work.**

...

§ 1.1.2 The Contract

...

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.~~Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2017.

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§ 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

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the ~~indicated~~ intended 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.

...

In the interest of brevity the Contract Documents frequently omit modifying words such as ~~"all" and "any"~~ "all" and "any" and articles such as ~~"the" and "an,"~~ "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.~~statement.

...

§ 1.4.2

...

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Owner/Contractor Agreement;
2. All Addenda to the Agreement with those of later date having precedence over those of earlier date;
3. The Supplementary Conditions;
4. The General Conditions of the Contract for Construction;
5. Specifications;
6. Drawings, with larger scale drawings having precedence over smaller scale drawings.

...

In the case of inconsistency between Drawings and Specifications or within Contract Documents not clarified by Addenda, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

...

§ 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. The Owner retains rights to the Instruments of Service pursuant to Article 7 of AIA Document B101-2017.

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§ 1.5.3 The Architect shall furnish to the Contractor a version of the Instruments of Service in electronic form for the sole purpose of the construction of the Project for which the Instruments of Service were created.

...

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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~~ may use AIA Document E203™–2013, Building Information Modeling and Digital Data ~~Exhibit,~~ Exhibit or other form, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

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,~~ Form or other 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.

...

§ 2.1.2 The Owner shall furnish to the Contractor, within ~~fifteen~~ thirty (30) 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.

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§ 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,~~ 3.7.1 and other obligations, 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.

...

§ 2.3.4 ~~The~~ If requested by the Contractor and reasonably required for the Project, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written 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. The Contractor, not the Owner, is responsible for the timeliness of, or interference caused by, Subcontractors, Sub-subcontractors (of any tier), and others directly or indirectly under contract to the Contractor.

PAGE 14

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ three-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 and expenses 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.~~ Owner within ten (10) days following written request for payment delivered by the Owner to the Contractor. If the

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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.

...

§ 3.1.2

...

The Contractor shall hire a professional utilities locator to investigate and verify all private utility locations prior to excavation and cutting into of existing Work. The Contractor is responsible for locating, terminating, and reinstallation of all private utilities. Private site utilities may not be in the Drawings and Project Manual and as such, verification of private utilities is the sole responsibility of the Contractor. Costs associated with moving and repairing of unknown and undocumented utilities will be by appropriate Change Order. The Contractor shall comply with Gopher State One Call, or other public utility service locator to locate all public utilities prior to any work on site. This shall not relieve Contractor from obligations under 3.2.2.1.

...

§ 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.~~The Contractor

...

~~§ 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~~ shall carefully study and compare the Contract Documents with each other and with 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~~ Subparagraph 2.2.3 and shall immediately report to the Architect errors, inconsistencies, or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Document unless the Contractor recognized such error, inconsistency, or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing or believing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume full responsibility for such performance and shall bear the attributable costs for correction and shall bear responsibility for any additional costs, delays, and damages resulting from such failure to immediately report any such errors, inconsistencies, or omissions which the Contractor may discover.

...

~~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.~~**§ 3.2.1.1** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect immediately in writing.

...

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§ 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.**3.2.1.2** The Contractor shall carefully study and compare the Contract Documents with existing conditions at the job site and shall immediately report in writing to the Architect any error, inconsistency, or omission which the Contractor may

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§ 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 discover or any materials, systems, procedures, or methods of construction, either shown on the Drawings or specified, which the Contractor has reason to believe are incorrect, inadequate, obsolete, unsuitable for the purpose intended or which the Contractor has reason to believe would constitute or result in a violation of the Contractor's warranty under Paragraph 3.5 or applicable law. The Contractor shall not proceed with any work in such areas until written instructions are received from the Architect.

...

Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor **§ 3.2.2** The Contractor shall perform the Work in accordance with the Contract Documents and submittals accepted pursuant to Paragraph 3.12.

...

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.**§ 3.2.3** The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for interpretation or information where such information was available to the Contractor from a careful study and comparison of the Contract Documents, Field Conditions, Owner Provided Information, Contractor Prepared Coordination Drawings, or prior Project Correspondence or Documentation.

...

§ 3.3.4 The Contractor shall at all times staff the Project adequately to allow the Project to be managed and completed in a timely and professional manner. The Contractor shall have competent supervision on the job during work hours and readily available at all times upon call.

...

§ 3.3.5 The Contractor shall at all times make reasonable provisions to protect any work performed by any separate contractors, adjacent property, and the existing building (if any) from damage due to the Work or due to the weather.

...

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§ 3.3.6 The Owner or its approved representative (heretofore referred to as Owner's Representative) shall have access to the Work site and all Work. No supervision or inspection by the Owner or the Owner's Representative, nor the authority to act nor any other actions taken by the Owner's Representative shall relieve the Contractor of any of its obligations under the Contract Documents or give rise to any duty on the part of the Owner.

...

§ 3.3.7 The Contractor shall take appropriate precautions to ensure that the Work does not materially disrupt any ongoing operation by the Owner at the Project (if any) except to the extent any such disruption is a necessary result of performing a particular portion of the Work, in which case the contractor shall provide the Owner with reasonable advanced written notice and shall take all commercially reasonable measures to minimize the impact on the Owner and the Owner's

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~~§~~ **operations.**

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§ 3.4 Labor and Materials

PAGE 16

§ 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. Should the Contract Documents require Work to be performed after regular working hours or should the Contractor elect to perform Work after regular working hours, the additional cost of such Work shall be borne by the contractor.

...

§ 3.4.4 The Contractor shall be responsible for all additional costs incurred to incorporate into the project substitute materials, products, or equipment approved by Owner during the bidding period.

...

§ 3.4.5 The Contractor shall exercise reasonable efforts, consistent with the provisions of the Contract Documents to obtain the maximum available cash discounts on all materials, provided that, in doing so, the Contractor shall not accept or use materials for incorporation into the Project which are of a type or quality not reasonably contemplated under the terms of the Contract Documents.

...

§ 3.4.6 After award of the Contract, a request for substitution of a material, product, or piece of equipment at no change in the Contract Sum will not be approved by the Owner or the Architect, unless the specified item is no longer manufactured, the specified item is unavailable as a result of an act of government such as a declaration of a national emergency, or delivery of the specified items is substantially delayed as a result of labor disputes affecting the manufacturer, unusual delay in transportation, or any other cause beyond control of the Contractor or a Subcontractor or material supplier which the Architect determines justified the delay. Requests will not be approved where the delay in delivery results from failure to promptly place subcontracts and material orders. Requests for substitution shall be submitted in writing to the Architect and shall clearly describe the proposed substitution, state

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the reason for the unavailability of a specified item and be accompanied by such additional data and information as may be necessary in the discretion of the Owner and the Architect to establish the acceptability of the proposed substitute.

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§ 3.4.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed Substitutions and for changes made to the Contract Documents as a result of Owner's acceptance of such

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~~§~~ Substitutions.

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§ 3.5 Warranty

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§ 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. The Contractor shall arrange for the Owner to have the benefit of and right to enforce all warranties by Subcontractors, Sub-subcontractors, suppliers, and manufacturers.

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§ 3.5.3 Manufacturers' warranties and warranties by others shall not relieve the Contractor of any of its

PAGE 17

~~§~~ responsibilities.

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§ 3.6 Taxes

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§ 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. The Contractor shall be responsible for the Sewer Access (SAC) and Water Access (WAC) fees for the Project. The Contractor shall pay the SAC/WAC costs to the authorities having jurisdiction from the Allowance in the Base Bid for such charges as defined in the Construction Documents.

...

§ 3.7.3 If the Contractor performs Work knowing or believing it to be contrary to applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, without such notice to the Architect and Owner, the Contractor shall assume ~~appropriate~~ full responsibility for such Work and shall bear the ~~costs attributable to correction.~~attributable costs, delays, and damages resulting from such failure to immediately notify the Architect and Owner of any such violation.

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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~~ ten (10) 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.

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§ 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.~~ Work including that performed by all Subcontractors. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications including and not limited to communications regarding design changes, alterations, substitutions, clarifications, cost changes, etc. shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. All communications given to the superintendent shall be confirmed in writing to the Contractor upon written request of either or both the superintendent and Contractor.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent or any other management personnel 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.

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§ 3.9.4 If requested by the Owner, the Contractor shall preplace the Superintendent at no additional cost to the Owner. No other change in this position shall be made without notice to and written consent of the

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§ Owner.

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§ 3.10 Contractor's Construction and Submittal Schedules

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§ 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, critical path schedule milestones, major construction milestones including and not limited to Civil, Demolition, Structural, Mechanical, Electrical, and Plumbing, 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

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Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

...

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

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The Contractor shall make available, at the Project site, one record copy of the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and ~~marked currently~~ updated daily to indicate field changes and selections made during construction, ~~and the~~ and in addition accepted and 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,~~ Owner as required to complete routine inspections by Architect and Owner prior to any approval of payments to the Contractor, and delivered to the Architect for submittal to the Owner upon completion of the ~~Work as a record~~ Work. The Architect and Contractor must verify that all "as-built" Drawings, Specifications, Addenda, Change Orders, and other Modifications are up-to-date before Contractor's Application for Payment is acceptable and before the Owner incurs any duty to pay Contractor in accordance with the Contract. The record documents shall be a separate set of documents labeled "Record Documents" and used only for record purposes and kept clean and undamaged.

...

§ 3.11.1 No review or receipt of ~~the Work as constructed.~~such records by the Architect or Owner shall be considered a waiver of any deviation from the Contract Documents or approved shop drawings, or any way relieve the Contractor from its responsibility to perform the Work in accordance with 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~~ accepted by the Architect.

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§ 3.12.8 The Work shall be in accordance with ~~approved~~ accepted 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~~ acceptance 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~~ acceptance 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~~ acceptance 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~~ acceptance of a resubmission shall not apply to such revisions.

...

§ 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

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except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall hire a professional utilities locator to verify locations of all public and private utilities prior to initiating any cutting work. the Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

...

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

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§ 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~~ which would otherwise exist as to a party or person described in this Section 3.18. The Contractor, furthermore, agrees to obtain, maintain, and pay for such general liability coverage and endorsements (including product and completed operations coverage) as will ensure the provisions of this paragraph. The Contractor agrees to reimburse the Owner, its agents and employees for all costs and disbursements, including attorneys' fees, paid or incurred to enforce the provisions of this paragraph.

...

§ 3.18.3 To the fullest extent permitted by law and without limiting any other indemnification obligations of the Contractor, except to the extent caused by the uncured failure of the Owner to make payment when required by the Contract Documents, the Contractor shall indemnify and defend the Owner, its officers, directors, assigns, lenders, agents, and employees from any liens, charges (including attorney's fees) or encumbrances (including but not limited to mechanic's and materialmen's liens or bond claims) arising out of or in connection with the performance of the Work by Contractor, its Subcontractors, or its material suppliers. Upon request of the Owner, the Contractor shall within 60 days remove any liens filed against the Owner or its property. If the Contractor fails to do so, the Owner is authorized by the Contractor to remove or satisfy any such liens, and the Contractor shall pay to the Owner all costs and damages incurred by the Owner to do so, including attorneys'

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~~**ARTICLE**~~ **~~fees.~~**

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ARTICLE 4 ARCHITECT

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§ 4.1.3 In the event the employment of the Architect is terminated, the Owner may employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 4.1.4 Disputes arising under Subparagraphs 4.1.2 and 4.1.3 shall be subject to action at law as provided in Paragraph 15.3.

...

§ 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~~ the Owner's consultant (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have the authority to act on behalf of the Owner only to the extent provided in the Contract ~~Documents.~~Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

...

§ 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,~~ of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, 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. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

...

§ 4.2.2.2 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

...

~~Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the~~ **§ 4.2.3** The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for 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.~~ Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to ~~perform~~ carry out 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.

...

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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.~~ Owner unless otherwise provided. The Contract Documents may specify other communication protocols. The Owner may require the Architect and the Contractor to comply with Owner requirements in regards to public communications and site signage.

...

§ 4.2.5 Based on the Architect's ~~evaluations~~ observations and valuations of the Work and 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~~ will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or ~~advisable,~~ advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional 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.

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§ 4.2.7 The Architect will and the Owner may 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~~ or Owner's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals by the Architect or the Owner 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 or the Owner'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 or the Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's ~~approval~~ or Owner's acceptance of a specific item shall not indicate ~~approval~~ acceptance of an assembly of which the item is a component.

...

§ 4.2.11 The Architect will interpret and decide matters concerning performance ~~under, and~~ under the 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.~~ with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made to them.

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§ 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

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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 so rendered in good faith.

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§ 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 in writing 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. The Contractor shall not employ any subcontractor or use any material to which the Architect or Owner may object as incompetent or unfit, or where there is reason to assume the Work will not be accomplished in accordance with the Contract Documents. Prior to the employment of the named subcontractors, the Contractor must obtain the Owner's approval of such subcontracts for the designated portion of the Work.

...

§ 5.2.2.1 The right to reject any Subcontractor or Sub-subcontractor will be exercised by the Owner or the Architect when in the reasonable opinion of either of them the proposed Subcontractor or Sub-subcontractor:

1. cannot provide (or proposes unacceptable deviations in) materials, equipment, systems, methods, facilities, or other work as required by the Contract Documents;
2. cannot provide labor and skill necessary to accomplish the part of the Work for which it is proposed, including but not limited to quality of craft;
3. lacks experience appropriate to the proper execution and completion for that part of the Work for which the Subcontractor or Sub-subcontractor is proposed;
4. has previously failed to perform satisfactorily with respect to other projects, including cooperation and necessary services after project completion;
5. cannot satisfactorily perform the part of the Work for which the Subcontractor or Sub-subcontractor is proposed within the time schedule, due to financial status, size of organization, existing workload or other considerations;
6. cannot demonstrate ability, through examples of representative work, to perform the part of the Work for which the Subcontractor or Sub-subcontractor is being considered; or
7. exhibits other factors bearing on the probability of unsatisfactory performance.

...

§ 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~~ The Contract Sum shall be increased or decreased by the difference, ~~if any,~~ in cost 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. Notwithstanding the foregoing, the Contractor shall have a continuing duty to the Owner and Architect to find and propose such persons or entities as shall not result in material increase in the Contract Sum, or a material decrease in the quality of Work contemplated under the Contract Documents.

...

§ 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. Any proposed substitution or a subcontractor, person, or entity for one previously selected shall be made in a separate writing to the Owner and Architect. No substitution shall be deemed approved/accepted without written confirmation from the Owner and Architect. Neither acceptance of, nor objection to a Subcontractor or Sub-subcontractor, material supplier, or other person or organization by the

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Owner and the Architect shall limit the responsibility of the Contractor to furnish materials, products, equipment, and services in conformance with the requirements of the Contract Documents.

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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~~ shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.3.2 The Contractor, not the Owner, is responsible for the performance of, the actions of, the timeliness of, or interference caused by, Subcontractors, Sub-subcontractors (of any tier), and others directly or indirectly under contract to the

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§ Contractor.

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§ 5.4 Contingent Assignment of Subcontracts

PAGE 26

§ 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. The Contractor shall schedule, coordinate, and cooperate fully with all other contractors. The Contractor shall take all reasonable steps necessary to assure scheduling, coordination, and cooperation among the contractors.

...

§ 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

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for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not ~~apparent.~~reasonably discoverable.

...

§ 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.~~Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

...

§ 6.2.5 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Article 15 provided the separate contractor has reciprocal obligations.

...

§ 6.2.6 The Owner and each ~~Separate Contractor~~ separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in ~~Section~~ Paragraph 3.14.

...

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,~~ rubbish as described in Paragraph 3.15, the Owner may clean up and ~~the Architect will~~ allocate the cost among those ~~responsible.~~responsible as the Architect determines to be just.

...

§ 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.~~

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

...

§ 7.1.5 In Paragraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost,
2. For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved for Work performed by the Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.
4. For each Subcontractor for Work performed by the Subcontractor's Sub-subcontractor, five percent (5%) of the amount due the Subcontractor.

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5. Costs to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
6. In order to facilitate checking of quotations for extras or credits, all proposals, expect those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over $500 be approved without such itemization.

...

§ 7.2.2 Change Orders shall be prepared on AIA Document G701.

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or ~~others;~~others (at rates approved by the Owner);

...

§ 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.~~.

...

§ 7.3.9 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.~~ Payment up to and not exceeding $25,000. 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.

...

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.~~ writing and approved by the Owner. 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.

...

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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§ 8.1.4 The term "day" ~~as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.~~shall mean calendar day of 24 hours beginning at 12:00 midnight. Calendar days as stated in the Contract Documents, shall include all days of a seven (7) day week including Saturdays, Sundays, and holidays. The term "Milestone Date" is, in each instance, the date established in the Contract Documents for the Substantial completion of all or a designated portion of the Work.

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...

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract ~~Time.~~Time and shall achieve specific contractual Milestone Dates (if any), Substantial Completion and final Completion within the time stated in the Contract Documents..

...

§ 8.2.4 Contractor understands and agrees that all Work must be performed in an orderly and closely coordinated sequence so that the dates for Substantial Completion, Final Completion, and Milestone Dates (if any) may be met by the Contractor.

...

§ 8.2.5 Timely final Completion of the Project being of critical importance to the Owner, Contractor agrees that they shall substantially complete all Work under the Contract documents within the time established herein and that they shall finally complete the Work in the detail required and in the time required by the Contract Documents.

...

§ 8.2.6 To the extent that the Contract Documents contain or provide for specific contractual Milestone Dates in addition to Final and Substantial Completion dates, such dates shall be adhered to and shall be the last acceptable dates for those milestones and completions, unless modified by the Owner.

...

§ 8.2.7 Notwithstanding anything to the contrary contained in the Contract Documents, in the event that any Contractor fails, or appears likely, in the reasonable opinion of the Owner, to fail to complete a critical portion of their Work on time or to complete any dates for Substantial Completion, Final Completion, or Milestone Dates as evidenced by the latest update of the CPM Schedule Report, the Owner shall have the right to select and require Contractor's performance under any or all of the following operations:

1. Require the Contractor to substantiate their capability to get back on schedule within two (2) days;
2. Require the Contractor, at no additional cost to the Owner, to increase their work force, work overtime and/or extra shifts and do whatever else is required by the Owner until the Contractor gets back on schedule as established by the CPM Schedule Report (including any updates thereto);
3. Withhold progress payments or portions thereof until such time as the contractor returns to schedule, but only related to Substantial Completion or Final Completion;
4. Contact or visit the factory, plant, or distribution center whose production or delivery schedule may be critical to the scheduled completion of a portion of the contract work and expedite such production delivery at Contractor's expense; or
5. Require the Contractor to complete, in detail, and submit weekly a Short Interval Schedule (SIS) showing: 1) planning for the next two weeks; 2) work completed for the previous week; 3) sufficient detail to evaluate daily milestone (if any) and manpower/equipment loading, and shall identify/tie into the monthly updated CPM Schedule Report.

...

Any costs incurred by the Contractor in fulfilling the option(s) selected by the Owner shall be at the Contractor's expense.

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§ 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)~~ or (4) by other causes that the Contractor asserts, and the Architect determines, justify delay, then subject to the conditions hereinafter set forth, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Requests for extensions of time for causes enumerated above will be considered by the Architect only under the following conditions:

1. Only those conditions enumerated above over which the Contractor has no control will be considered. The burden of proof to substantiate the claim for an extension shall rest with the Contractor, including evidence that the cause was beyond their control. It shall be deemed the Contractor has control over the supply of labor, materials, equipment, methods, techniques, and over their subcontractors and suppliers.
2. In the event of Changes in the Work, any consideration for a time extension will be made only at the time of authorizing the changes, and no later than when the Change Order is prepared, and only if the Change Order significantly affects the time and progress of the entire Work. For changes which do not affect the entire Work, time extension may be granted only for the area, phase, unit, or element affected by the change, if due to a valid reason for a time extension;
3. Any unusual delay in deliveries will not be considered unless it is solely due to transportation. An extension of time will not be granted for delays in deliveries where said delivery was not properly scheduled or when orders were not promptly and properly placed;
4. With respect to a claim for an extension of time as a result of climatic conditions, the Contractor shall recognize the location of the site and the existence, as normal, or variations from "average" conditions. Foul weather in itself will not be a valid reason for a time extension. Requests for time extensions because of delay resulting from weather extremes will not be considered unless a substantial variation from usual weather conditions occurs for a significant period of time, during phases of the Work when operation necessarily were suspended to a significant degree when they would otherwise have been in progress. In considering the time extension, the weather conditions both before and after the period in which the delay is claimed will be evaluated with credit given for unseasonably favorable weather;
5. Delays resulting from a labor dispute will not result in a time extension of a longer period than the dispute, plus a reasonable time for mobilization if justified and necessary as approved by the Architect, and may be less depending on the impact of the dispute, including what operations were suspended or curtailed;
6. A delay in the overall Project progress actually occurred and clearly disrupted the total Project programs as a result of one of the valid causes for time extension. An extension of time for parts, phases, or stages may be granted where a valid delay indicated such partial time extension is justified;
7. No time extension will be granted as a result of improper scheduling or for failure to have shop drawings or samples submitted in ample time for review under a reasonable and agreed upon schedule; or
8. Delays by subcontractors or suppliers will not be considered justification for a time extension, expect for the same valid reasons and conditions enumerated under Subparagraph 8.3.1.

...

§ 8.3.4 The Contractor shall be responsible for all Owner incurred costs associated with a Contractor related to delay in completion of the Project. These costs may include, but are not limited to, Owner staff overtime, Consultant additional fees, additional testing, and/or additional rental or storage costs. A Change Order or Construction Change Directive will be issued to cover these costs. If a Change Order is not agreed to by the Contractor, the Owner, after presenting documentation to the Contractor, may deduct these amounts without a Change Order from the Contract Sum. This is subject to the right of either party to disagree and assert a claim in accordance with Article

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~~ARTICLE~~ 15.

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ARTICLE 9 PAYMENTS AND COMPLETION

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~~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~~ Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. ~~This~~ The 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. The Contractor, after receipt of Notice to Proceed, shall meet with the Owner and the Architect for the purpose of reviewing the Project CPM Schedule and the Contract Schedule of Values. The Contractor shall develop a CPM Schedule for completing their portion of the Work, in conjunction with all other Contractors or Bid Packages, at the Pre-Construction Meeting(s). The Schedule of Values is to be broken down into specification sections and by labor and materials.

...

§ 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,~~ for operations comp0leted in accordance with the Schedule of Values. Such application shall be notarized 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~~ material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

...

§ 9.3.1.2 ~~Applications for Payment~~ Such applications shall not include requests for payment ~~for portions of the Work for which~~ of amounts the Contractor does not intend to pay a Subcontractor or supplier because of a dispute or other reason.

...

§ 9.3.1.2 Following certification of the Application for Payment by the Architect, the Owner shall pay 95% of its value, retaining 5% until Final Completion.

...

~~or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~**§ 9.3.1.3** Contractor shall provide lien waivers for itself for the current payment application and for Subcontractors, Sub-subcontractors, and suppliers for the pervious payment application before the Contractor has earned or has the right to receive payment for the specific items of work or materials covered by the lien waivers. All lien waivers shall be provided in the form required by the Owner. This Paragraph shall not limit other obligations of the Contractor contained elsewhere to provide lien waivers.

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§ 9.3.4 In each Application for Payment, the contractor shall certify as follows: "That there are no known mechanics' or materialmen's liens or stop notice claims outstanding by the application or any of its subcontractors of any tier, or any of the applicant's or subcontractor's material suppliers, or laborers at the date of this application, that all due and payable bills with respect to the Work have been paid or are included in the amount requested in current application, and that, except for such bills, not paid by Owner, but so included, there is no known basis for the filing of any mechanics' or materialmen's liens or stop notice claims on the Work, and that waivers from Contractor, its subcontractors of any tier, or any of the applicant's or subcontractor's material suppliers and laborers have been obtained in such form as to constitute an effective waiver of liens or stop notice claims, under the laws of the State of Minnesota to the extent of payments made by Owner to Contractor."

...

§ 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 observations at the site, 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.

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§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within thirty (30) days of receipt by Owner of Certificate of 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. Per Minnesota Statute 471.425, within ten (10) days of Contractor's receipt of payment from Owner, the Contractor must pay any Subcontractor for any undisputed services provided by the Subcontractor. The Contractor shall pay interest of one and one-half percent (1-1/2%) per month, or any part of a month, to the Subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.00. For an unpaid balance of less than $100, the Contractor shall pay the actual interest penalty due to the Subcontractor. Contractor is advised that by reason of Minnesota Statute 471.425, Subd. 4a, if a Subcontractor prevails in a civil action to collect interest penalties from a prime contractor, the Subcontractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

...

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

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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~~ thirty (30) 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~~ ten (10) 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.~~which shall be accomplished as provided in Article 7.

...

§ 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.~~use and when the Architect issues a certificate of Substantial Completion.

...

§ 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.~~ . The Contractor shall proceed promptly to complete and correct items on the list. 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. 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 in accordance with the requirements of the Contract documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Document 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,~~ **§ 9.8.6** Upon Substantial completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

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§ 9.8.6.1 The retainage is for the performance of the Contractor. Nothing in this Agreement connects the retainage to the Subcontractors. Upon satisfactory completion of the Project, and full payment by the Owner to the Contractor for the Work of any Subcontractor, the Subcontractor is to be paid in full. The Owner, at its sole discretion, may continue or make adjustments of the full retainage for the performance of the Contractor.

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~~shall make payment of retainage applying to the Work or designated portion thereof. Such payment~~ **§ 9.8.6.2** Prior to requesting a reduction of retainage, the Contractor shall obtain in writing an agreement from the Surety agreeing to such a reduction. In reducing retainage, the Contractor shall use the retainage to make full payment to Subcontractors who have completed 100% of their work. The Contractor shall provide to the Owner documentation of payment to Subcontractors and an agreement for retainage deduction from the Surety of the Subcontractor.

...

~~shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~**§ 9.8.7** The Architect shall make inspection(s) for Substantial Completion and Final Completion in accordance with the AIA Document B101 Owner Architect Agreement. If additional inspections are required due to the Contractor's failure to complete previously listed corrective or uncompleted work, the Architect's expense for conducting such re-inspections and related time in processing, reviewing, and revision of requirements shall be charged to the Contractor and such payment shall be accomplished by a deductive Change Order to the Contractor.

...

§ 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 observations, 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.

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§ 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,~~ effect and will not be canceled or allowed to expire until at least sixty (60) days' prior written notice has been given to the Owner, (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,~~ including a summary listing all applicable warranties both standard and extended, itemized by specification section and included at the front of the Operation and Maintenance manuals, and (6) 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.

...

§ 9.11 DAMAGES FOR DELAY

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§ 9.11.1 The Contractor shall be responsible for damages incurred by the Owner and any other separate contractors for delay resulting from the Contractor's failure to complete the Work within the contract Time or resulting from the progress of the Work failing to substantially conform to the Project Construction Schedule.

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§ 9.11.2 If the Contractor is delayed by the Owner, Architect, or any agent or employee of any of the foregoing, the Contractor's sole and exclusive remedy for the delay shall be the right to a time extension for completion of the Contract and not damages. This paragraph does not preclude Contractor's recovery of damage for contractor-caused delays under other provisions of the Contract

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~~ARTICLE~~ Documents.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

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§ ~~10.1~~ 10.1.1 Safety Precautions and Programs

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§ 10.1.2 The Contractor shall comply with all applicable laws and regulations. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone

...

~~§~~ else.

...

§ 10.2 Safety of Persons and Property

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If either party suffers injury or ~~damage~~damages to person or property because of an act or omission of the other party, of any of the other party's employees or agents, 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.~~ ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Paragraphs 15.1.4 and 15.1.5.

...

§ 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~~

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~~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.~~In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCV) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the

...

~~§ 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~~ affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.~~By Change Order, the Contract Time~~

1. Except where otherwise stated in the Contract Documents, no hazardous material work of any nature shall be performed by the Contractor pursuant to this Contract.
2. The term "hazardous materials" includes, but is not limited to, asbestos, toxic chemicals, acids, alkalis, irritants, contaminants, or other pollutants, together with any other waste, material, substance, pollutants, or contaminant, all or a portion of which is or would be designated as hazardous waste or substance under applicable local, state, or federal laws, ordinances, codes, rules, or regulations.

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§ 10.3.2 The Contractor 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.~~not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB)

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§ 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~~ is asbestos or polychlorinated biphenyl (PCB) 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.~~including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner, or anyone for whose acts the Owner 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 which would otherwise exist as to a party or person described in this Subparagraph 10.3.3.

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§ 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.~~If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor, and Architect shall then proceed in the same manner described in Subparagraph 10.3.1.

...

§ 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. Owner shall be responsible for obtaining the services of a licensed laboratory to verify a 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 verify that it has been rendered harmless.

...

§ 10.3.6 Regulations concerning the availability of information and employee training in the use and handling of "hazardous substances" and "harmful physical agents", as set forth in the Employee Right-to-Know Act of 1983, Minnesota Statutes Section 182.65 to 182.676 are incorporated herein by reference as if fully set forth herein.

...

§ 10.3.7 The Contractor shall furnish three Material Safety Data Sheets to the Owner for each material used in the Work that is classified by the Employee Right-to-Know Act of 1983 as a "hazardous substance" or a "harmful physical agent."

...

§ 10.3.8 The Contractor shall label, in generally accepted and/or standardized fashion, all containers on the work site containing "hazardous substances" or as "harmful physical agents." This shall include factory containers and all subsequent containers used in the Work.

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§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

...

§ 10.5 MISCELLANEOUS GENERAL PROVISIONS

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§ 10.5.1 In occupied facilities from the time the Work is begun until the Contract is completed, the Contractor shall be responsible for coordinating care and control of their contracted responsibilities with the Owner on the

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construction premises. The Contractor shall maintain all the Contractor's Work areas on the Project site in first class condition during term of operation under this Contract.

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§ 10.5.2 The Contractor shall give full protection to existing adjacent buildings and occupants. The Contractor shall replace or repair, at the Contractor's own expense, all damage to existing buildings, sidewalks, curbs, drives, fences, planters, signage, monuments, lawns, plants, trees, and shrubbery arising as a result of Work performed under the Contract.

...

§ 10.5.3 Utilities encountered, whether shown on Project Drawings or not, shall be protected and maintained in service until moved or abandoned. The Contractor shall exercise care in the excavation around such utilities as may be shown on the Project Drawings or otherwise found, and which are not to be moved, replaced, or abandoned, and shall restore any damaged items or Work to the same conditions (or better) as existed prior to starting Work. Utilities or other service shown to be abandoned shall be maintained in service until facilities are provided, tested, and ready to use. The Contractor shall take all reasonable precautions in working in the area of excavation to avoid personal injury or property damage resulting from interception or interruption of electrical, telephone, sewer, water, gas, or other services, and shall also cause all Subcontractors, Sub-subcontractors material suppliers, laborers, and other persons on the construction premises to take such precautions. The location and nature of such concealed or buried services is not guaranteed or completely indicated by Owner or Architect.

...

§ 10.5.4 The Contractor shall at all times take reasonable and adequate precautions to protect the Work from damage by the elements, including flooding, rainstorms, windstorms, and any other elements or natural events, etc., and shall not expose the Work of any other contractor to such damages. Where the Contractor, any Subcontractor, or any Sub-subcontractor prepares or erects any material during any season of the year when freezing weather may be anticipated, the Contractor shall employ (and shall cause such Subcontractor or Sub-subcontractor to employ) such methods as may be necessary to render such Work equal in every respect to similar Work done under favorable conditions and the Contractor shall exercise (and shall cause any such Subcontractor or Sub-subcontractor to exercise) reasonable care and diligence to prevent its damage or deterioration. The Contractor shall be responsible for maintaining the building an a dry condition until acceptance. The Contractor shall be responsible for any damage from water, as well as for damage, collapse, or failure of any part of the building caused by excess water undermining or creating pressures on the structures.

...

§ 10.5.5 The Contractor shall not sue any internal combustion machinery that causes noxious, harmful, or toxic fumes inside an enclosed building. When use of internal combustion machinery is unavoidable inside enclosed buildings, the Contractor shall obtain written approval from the Owner prior to use of the machinery and shall provide full ventilation to the outside of the enclosed building for the exhaust of the internal combustion machinery. The Contractor shall locate internal combustion machinery outside an enclosed building so that the exhaust fumes will not enter the building through vent ducts, doors, windows, or other openings in the building.

...

§ 10.5.6 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

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the Contract Documents, the Owner shall ~~reimburse~~ indemnify the Contractor for all ~~cost and expense thereby incurred.~~ reasonable costs and expenses thereby incurred.

...

§ ~~10.4 Emergencies~~ 10.6 EMERGENCIES

...

In an emergency affecting safety of persons or property, the Contractor shall ~~act, at the Contractor's discretion,~~ act 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.

...

§ 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~~Agreement, in EXH-C.3 Owner Insurance, 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.~~ located and which carry a Best's rating of A- or higher or are otherwise acceptable to the Owner. 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.

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§ 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. The Contractor shall furnish Certificates of Insurance acceptable to the Owner which shall specifically set forth evidence of all coverage required by Article 11 and EXH-C.3 Owner Insurance and shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance.

...

The Contractor shall not allow insurance required by this Agreement to lapse, be canceled, reduced in limits or coverage, non-renewed, or materially changed or have restrictive modifications added during the life of this Agreement, including the periods of required coverage. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage and limits.

...

If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, all additional certificates evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

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§ 11.1.3.1 Acceptable insurance certificates are AIA Document G705, CICC of Minnesota Form 701, and/or ACORD form of the American Insurance Institute.

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Failure of the Owner to collect certificates does not void the requirements to obtain insurance.

...

The acceptance of any certificate of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood the Owner and Architect do not in any way represent that the insurance specified in these articles are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimum requirements.

...

The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage and limits.

...

§ 11.1.4 In the event the Contractor fails to procure or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and deduct the cost thereof from any monies due to the Contractor, or terminate this Agreement under Paragraph 14.2. The Contractor shall be liable to the Owner for providing all coverage, defense, and payments that would have been provided by any insurance that the Contractor failed to procure and maintain as required by the Contract Documents.

...

§ 11.1.5 Compliance by the Contractor with the foregoing insurance requirements shall not relieve it from liability for amounts in excess of the limits of insurance.

...

§ 11.1.6 The Contractor and any of its Subcontractors, Sub-subcontractors, agents and employees, and any separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees shall waive any of their subrogation rights on their Workers Compensation Policy in favor of the Owner and Architect. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogration shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

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§ 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. The Owner may self-insure and maintain the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

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~~**§ 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.~~

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§ 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.

...

§ 11.6.1 Contractor shall furnish a Performance Bond and a Payment Bond to the Owner in the amount of one hundred percent (100%) of the Contract Sum and issued by a Surety Company authorized to do business in the State of Minnesota, rated "A" or better, and approved by the Owner. The Performance Bond shall be in accordance with Minnesota Statutory requirements, and shall be in the form included in the Project Manual. The Bonds shall allow for any additions or deductions to the Contract Sum.

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§ 11.6.2 In order to be acceptable as a surety, Contractor's bonding company bust hold a "Certificate of Authority" acceptable to the U.S. Treasury Department and be listed in the Department's current publication of "Bond Qualifiers" with underwriting limitations not less than ten percent (10%) above the Contract Sum.

...

§ 11.6.3 The surety of the Bonds shall be by a corporate surety company authorized to do business in the state in which Work is being performed under this Contract and acceptable to the Owner. The conditions of the bonds shall meet requirements of the statutes of the state where Work is being performed and all other applicable provisions of state law.

...

§ 11.6.4 The Contractor shall furnish two (2) originals of the Bonds to the Architect within ten (10) days after notification of award and before execution of the Contract. Failure to do so shall constitute a violation of terms of the proposal and provide grounds for forfeiture of bid security.

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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~~ The Contractor shall bear 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.~~thereby.

...

§ 12.2.2.1 ~~In addition to the Contractor's obligations under Section 3.5, if,~~ 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~~promptly(and any other property damaged or removed in effecting the correction) after receipt of notice from the Owner and/or Architect to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner and/or Architect 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.~~This period of

...

§ 12.2.2.2 ~~The one-year period for correction of Work~~ one year shall be extended with respect to portions of Work first performed after Substantial ~~Completion~~ completion by the period of time between Substantial ~~Completion and the actual completion of that portion of the Work.~~completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the contract and termination of the Contract. The Owner and/or Architect shall give such notice promptly after discovery of the

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§ 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.~~ condition. The expiration of the above one year or any other specified time period, or any other period prescribed by the law, shall not relieve the Contractor of the obligation form the expense to correct any latent defect in the work or deficiencies which are not readily ascertained, including but not limited to, defective materials and quality of work performed, defects attributable to material substitutions for special materials, substandard performance or otherwise not in compliance with the Contract Documents. Such latent defects or deficiencies shall be corrected as provided in this Paragraph 12.2. Following the correction or replacement of any of the Work, as above specified, the Contractor shall correct any defects or deficiencies in the corrected or replaced materials and workmanship which is found within one year after the date of correction or replacement.

...

§ 12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may correct or remove it and store the salvageable materials or equipment all at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after

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deducting costs and damages that should have been borne by the Contractor, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

...

§ 12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged ~~construction of the Owner or Separate Contractors,~~ construction, whether completed or partially completed, ~~caused by the Contractor's~~ of the Owner or separate contractors caused by the Contractor's correction or removal of Work ~~that~~ which is not in accordance with the requirements of the Contract Documents.

...

§ ~~12.2.5~~ 12.2.6 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~~ contract documents. Establishment of the time period of one year as described in Subparagraph 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 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~~ Contractor's liability with respect to the ~~Contractor's~~ Contractor's obligations other than specifically to correct the Work.

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§ 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~~ The Owner 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.~~ authority. 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~~ observe 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~~ a minimum of two (2) working days' 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.~~observe procedures. The Owner shall bear such costs, except as provided in Subparagraph 13.4.3.

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§ 13.5 ~~Interest~~NON-DISCRIMINATION

...

~~Payments due and unpaid under the Contract Documents shall bear interest~~ **§ 13.5.1** All contracts between the Owner and companies providing goods and services under the Contract Documents (including the Architect and Contractor) shall contain the following equal opportunity and civil right clause:

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...

"During the performance of this Agreement, the provider agrees to the following: No contractor, material supplier, vendor, or other person shall on the basis of sex, race, creed, color, religion, national origin, age, marital status, sexual orientation, or disability be excluded from ~~the date payment~~ full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and State laws against discrimination, including the Minnesota Human Rights Act and the Civil Rights Act of 1964."

...

Upon request, the provider shall furnish all information and reports required by the Owner, or by the rules and regulations of investigation to ascertain compliance with all applicable rules and regulations. The provider shall also comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

...

The provider acknowledges that the violation of the above-stated paragraph is a misdemeanor pursuant to Minnesota Statutes Section 181.59.

...

~~due at~~ This Agreement may be cancelled or terminated by the Owner or any other person authorized to grant the contracts for employment under this Agreement, and all money due, or to become due under this Agreement may be forfeited for a second or any subsequent violation of the non-discriminatory terms stated above.

...

~~the rate the parties agree upon~~ **§ 13.5.2** During the completion of the work and all other services required by the Contract Documents, the Architect and Contractor agree that no contractor, material supplier, vendor, or other person shall, on the basis of sex, race, creed, color, religion, national origin, age, marital status, sexual orientation, or disability be excluded from full employment rights in participation in, be denied the benefits of, or be otherwise subjected to discrimination under the provisions of any and all applicable Federal and State laws against discrimination, including the Minnesota Human Rights Act and the Civil Rights Act of 1964. Upon request, the Architect and Contractor shall furnish all information and reports required by the Owner, or by the rules and regulations of investigation to ascertain compliance with all applicable rules and regulations. The Architect and Contractor shall also comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

...

Architect and Contractor acknowledge that the violation of the above-states paragraph is a misdemeanor pursuant to Minnesota Statutes Section 181.59.

...

The Contract Documents may be cancelled or terminated by the Owner or any other person authorized to grant the contracts for employment under this Agreement, and all money due, or to become due under the Agreement may be forfeited for a second or any subsequent violation of the non-discriminatory terms stated above.

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~~in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ **§ 13.6** No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded the Owner under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence of the Owner in a breach of the Contract Documents, except as may be specifically agreed in writing. None of the approval of any Application for Payment, the making of any payment, the giving of any approval or consent, the use or occupancy of the Work, or any part thereof, the making of final payment, or any other action or inaction on the part of the Owner or Architect shall constitute a waiver of claims by or rights of the Owner or an acceptance of any Work that is not in accordance with the Contract Documents. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the representations of the Owner or Architect, or by inspections, tests, or approvals required or performed by the Owner or Architect or anyone else.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases or decreases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include reasonable profit. No adjustment shall be made to the extent

...

~~**§ 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.~~

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§ 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~~ ten (10) days after occurrence of the event giving rise to such Claim or within ~~21~~ ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Any additional Claim made after and relating to the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

...

§ 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 written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

...

§ 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. Subject to paragraph 15.1.5, no such continuing performance by the Contractor, nor payment by the Owner shall be deemed a waiver of, or to otherwise impair any such Claim.

...

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§ 15.1.6.1 If the Contractor wishes to make a Claim for ~~an~~any 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.

...

~~§ 15.1.7 Waiver of Claims for Consequential Damages~~15.2 Initial Decision

...

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~**§ 15.2.1** Claims, including those alleging an error or omission by the Architect, shall be referred initially to

...

~~.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~~the Architect for action. A decision by the Architect, as provided by Subparagraph 15.2.2, shall be required as a condition precedent to action at law or litigation of

...

~~.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.~~a Claim between the Contractor and Owner as to all such matters arising prior to the

...

~~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.~~date final payment is due, regardless if (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to action at law or litigation in the event (1) the position of

...

~~§ 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.~~ Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 15.2.2 within the ten (10) days after the Claim is made, (4) ten (10) days, which decision shall be final subject to action at law as provided in paragraph 15.3. 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

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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.

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§ 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:~~ Architect will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the ~~claimant or a response with supporting data from the other party, (2)~~ claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) 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.~~part stating reasons for the rejection, (4) recommend approval of the Claim by the other party, or (5) suggest a compromise. If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect shall notify the parties in writing that the Architect's decision will be made within ten (10) days, which decision shall be final subject to action at law as provided in Paragraph 15.3.

...

§ 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.~~If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

...

§ 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.~~a Claim has not been resolved, the party making the Claim shall, within ten (10 days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim, or (3) notify the Architect that the initial Claim stands.

...

§ 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~~ If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days, which 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.~~to action at law. Upon expiration of such time period, the Architect will render to the parties

...

§ 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.~~the Architect's written decision relative to the

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...

~~§ 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.~~Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

...

§ ~~15.2.7 In~~ 15.2.6 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~~ Contractor's default, the Owner may, but is not obligated to, notify the surety and request the ~~surety's~~ 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.~~

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~~§ 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.~~

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...

~~§ 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.~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Minneapolis Public Schools, 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 12:38:16 ET on 11/28/2018 under Order No. 8259021829 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

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 Somali Success School "Contractor" (collectively "parties") to provide teaching and support staff to facilitate online learning to Adult Education.

TERM OF CONTRACT

1.1 This Contract is effective on 4/6/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2022, 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***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $145,090. 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 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 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.

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.

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.

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, 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.

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 LIABILTY

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. 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 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.

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 contactor. 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 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: Community Education
Attn: Aviva Hillenbrand
1250 W Broadway
Minneapolis, MN 55411
Email: Aviva.Hillenbrand@mpls.k12.mn.us

CONTRACTOR

Amal Abdalla
Phone: 612-338-3153
Address: 2812 E 26th St, Minneapolis MN 55406
Email: amal@somalisuccess.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 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.

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 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.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

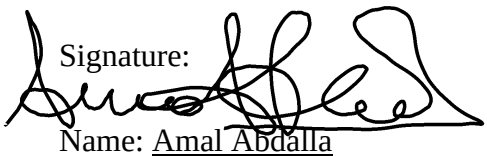
Name: Dr. Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: Amal Abdalla
(Printed)

Title: CEO

Date: 4/6/22

Exhibit A:

Deliverables:

SSS will teach online courses in preliteracy, beginning, intermediate, and advanced English. Courses are taught online to mitigate COVID circumstances. SSS will also offer one-on-one or small group orientations on site to onboard students and train them on online platforms.

Service Outcome:

Services are provided year round, but will be providing these specific services as soon as the contract is active.

Method of Evaluation:

Results are measured using the state approved student information database (SID). The contractor will track student attendance and test scores.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Reimbursement available up to dollar value of the contract, with provided invoices and documentation (including relevant packing slips, receipts, payroll documents, etc.).

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SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

April 12, 2022

Resolution for Safe Routes to School (SRTS) Boost Grant

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Program assists schools and communities by making it so youth in Minnesota can safely, confidently, and conveniently walk, bike, and roll to school and in daily life; and

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Program solicits applications to enable school and communities to implement Safe Routes to School planning, implementation, and programmatic activities; and

WHEREAS, Minneapolis Public Schools Special School District 1 was awarded Boost funds, these grant funds will be used to provide implementation activities to local communities to develop Safe Routes to School initiatives that increase safety and encourage more children to walk and bicycle to school; and

WHEREAS, No local match funding is required; and

WHEREAS, SRTS programmatic activities will commence after the grant agreement is fully executed.

THEREFORE, BE IT RESOLVED:

1. That Minneapolis Public Schools Special School District 1 authorizes the Superintendent to enter into a grant agreement with the Minnesota Department of Transportation for financial assistance to fund a Safe Routes to School program and eligible expenses.
2. That the Superintendent is authorized to execute such Agreement and any amendments without further approval by the Minneapolis Public Schools Special School District 1 Board of Directors.

Adopted and approved at a duly called meeting, this 12th day of April, 2022.

_____

Kim Ellison
Chair, Board of Directors

_____

Nelson Inz
Clerk, Board of Directors

2022-0025

MINNESOTA SAFE ROUTES TO SCHOOL

2022-2023 SAFE ROUTES TO SCHOOL BOOST GRANT APPLICATION

This document is provided for offline use in developing answers to grant application questions. Final applications should be submitted via online form by 5 p.m. on Monday January 10th, 2022.

Please see the MnDOT SRTS grants page for instructions and resources to fill out this application.

PART 1: APPLICANT INFORMATION

Applicant Organization Name	Minneapolis Public Schools
Applicant Organization Type (city, school, tribal, non-profit - please specify)	School District
Contact Name	Jenny Bordon
Contact Title	Active Living Coordinator
Street Address	1250 West Broadway Avenue
City, State, ZIP Code	Minneapolis, MN 55411
Phone	612-668-2827
E-mail Address	Jennifer.bordon@mpls.k12.mn.us

PART 2: PROJECT INFORMATION

Do you have a Safe Routes to School Plan? If yes, provide a link to the plan.	MPS, 2017: https://cws.mpls.k12.mn.us/uploads/mps_srts_strategic_action_plan_2017.pdf Green Central, 2021: https://cws.mpls.k12.mn.us/uploads/richardgreencentralpark_srts_plan_2021.pdf and https://cws.mpls.k12.mn.us/uploads/richardgreencentralpark_srts_appendices_2021.pdf
Has your organization been funded by MnDOT in the past? *This could include Planning Assistance, Boost funding, Infrastructure, Bike*	Yes: Boost in 2020 and 2021; implementation in 2013; minigrants in 2012; district planning in 2016; individual school plans for Seward, Northrop, Edison, Whittier, and Green

Fleets, or Mini-Grants please list years.	
How many total schools will be involved? __ What type of school(s) will be involved? ___ Public Schools ___Private Schools ___Charter Schools	[Will do this and all of Part 3. Green Central, Emerson, Bethune, Roosevelt and about 20 other elementary schools with the traveling bike fleet]

PART 3: SCHOOL INFORMATION SHEET

The following demographic information is **REQUIRED** for each school applying for Boost implementation funds. Please be thorough, points will be deducted for answers such as Unknown or N/A. If more than 5 schools are included, use the additional spreadsheet to complete the data for all schools that will be included in the plan.

__ 1-8 schools would benefit from this project

___ 9 or more schools would benefit from this project

	School One	**School Two**	**School Three**	**School Four**	**School Five**
School Type (public/charter, private)					
School name					
Street Address					
City, State, Zip Code					
County					
School population					
Grades at school					
City population					

A. EQUITY: REACHING PRIORITY POPULATIONS (40 POINTS)

Equity scores for individual schools can be found using the Student Transportation Equity for Priority Populations tool. Private Schools and/or Charter Schools may not have data in the STEPP tool as there may not have been available data from MDE. These schools may either opt into the lowest STEPP score available for public schools or provide the data needed to develop a STEPP score. More information can be found in the Boost Application Guide.

	School One	School Two	School Three	School Four	School Five
School Equity Score (see application guide for instructions on how to determine)					

B. OPPORTUNITY TO GET MORE STUDENTS WALKING AND BICYCLING SAFELY (10 POINTS)

	School One	School Two	School Three	School Four	School Five
% students currently walking/biking					
% of students ineligible for bussing and living within the school's walk zone					
Distance eligibility for busing and walk zone (ie. 2 miles)					
% students in hazard bus areas (students within walk zone who are bussed because of hazards on their route)					

PART 4: PROJECT TITLE

Project Title	Bike to the Future
Project Start and End Date	April 2022-June2023
Total Dollar Amount Requested	$50,000

PART 5: PROJECT BACKGROUND

A) Problem Statement: Please define the opportunity, challenges, issues, or need for the school/district that this proposal addresses with an overarching goal to increase the number of students safely walking or bicycling. (10 points - 200 word limit)

MPS completed SRTS strategic planning during the 2016-2017 school year. Prioritizing input from students and families of color, we used surveys, interviews, focus groups, and engagement at in-person events to gather information from stakeholders around the barriers and opportunities for students to walk and bike. SRTS planning at Green Central used engagement sessions and surveys with students, caregivers, and staff and collected feedback in an interactive online map. This planning identified a number of barriers: 1) Access to biking equipment and knowledge. Many students do not have a working bicycle and/or know how to safely ride and/or take care of one. 2) Capacity: SRTS planning identified that relying on volunteers is a barrier to advancing the work at underserved schools. 3) Personal safety: because of crime and driver behavior, parents do not feel it is safe for students to walk or bike without supervision.

More recently, MPS engaged families around the work of the district as a whole through Parent Participatory Evaluation (PPE) with culturally-specific parent groups (see: https://rea.mpls.k12.mn.us/parent_participatory_evaluation). Findings from this evaultion include the desire of caregivers for diverse staff that reflect the background the students, culturally relevant curriculum, and culturally-relevant events, which is consistent with findings from district-level SRTS planning.

B) Proposed Solution: Provide a brief (1-2 paragraph) summary of the work you plan to accomplish with the funding. (10 points - 200 word limit)

This Boost Project increases the number of students who have the opportunity to safely bike in Minneapolis by removing the barrier of access and knowledge and providing the opportunity for supervised biking experiences at school which also removes barriers created by crime and traffic. The Boost grant will help MPS get closer to our goal of on-bike safety education (Walk!Bike!Fun!) for every 4th and 5th grader in MPS. Funds will build bike fleets/efforts at three schools: Bethune, Green Central, and Emerson. Full fleets at Bethune and Green Central from this project and beginning to build a fleet at Emerson will move these schools off the MPS traveling fleet schedule, making space for additional new schools.

This grant will fund a priority of the MPS SRTS strategic plan – to provide staff stipends to develop and grow SRTS efforts -- and of caregivers for students to have culturally-relevant learning facilated by diverse staff

Boost funds will also help bring Project Bike Tech (PBT) to Career Technical Education (CTE) in MPS, filling a need for reliable, professional bicycle maintenance of existing bike education programs in MPS. PBT will help build a next generation of bicycle leaders who reflect the diversity of our community.

C) Equity: Please describe the population served by the project and highlight how the project will address the needs of priority population(s) (Native Americans, small rural populations, lower-income families, people with disabilities, and communities of color). (10 points - 200 word Limit)

[In MPS equity in SRTS means that walking and biking are safe, comfortable, and convenient for every student, regardless of race, cultural identity, immigrant or refugee status, language, gender or sexual identity, income, religion, and whether or not a student receives special education, has a physical or mental disability, or is homeless or highly mobile.]

The issues addressed in this proposal (access, skills, traffic and personal safety) are the issues raised by students and families of color and/or low-income students and families. As we recruit new schools and train staff in bike safety, we prioritize schools where there are greater number of students of color and/or that qualify for free and reduced lunch than in the district as a whole. We have built the program to meet the needs of these students. In this fall 4th and 5th grade biking cohort, an estimated three-fourths are students of color and about a third are English language learners, mainly Spanish and Somali speakers.

An international teaching assistant (TA) from a Latin American country will be the SRTS champion at Emerson. The TA will support culturally responsive SRTS efforts for Spanish-speaking families, addressing needs raised though PPE. The champion will survey students and families; work with partners to hold culturally-relevant bike events and learn-to-ride classes for caregivers; adapt Walk Bike Fun to a latino audience; work with students to examine the impact that sustainable transportation, looking specifically to culturally relevant examples from Latin America. The learning from this project will be shared with schools across MPS and beyond.

D) Outcomes: How will you know your project has been successful? (10 points -200 word limit)

We measure impact in our 4th and 5th grade bike education program through teacher surveys, interviews, and observation. Data collected is around reach—participants, miles traveled, and brand-new learners. This fall, more than 1,000 4th and 5th graders collectively traveled more than 7,000 miles in Minneapolis. More than 100 of these students learned how to ride a bike for the very first time. We also talk with the students and the teachers and qualitatively measure impact. We will continue to use these measurement tools and know we are successful if we grow the numbers of students and schools participating in the program.

With the new PBT program we expect to use similar methods to measure success, collecting data around the number of students participating, bicycles fixed, cost-saving to MPS and tracking student demographics. We will also collect qualitative data and as the program continues collect information of our former students who continue with a transportation program after high school graduation or work in the transportation industry.

Success at Emerson will mean increased school-wide SRTS efforts at Emerson that promote racial equity and resonate with the predominantly Latinx population at Emerson and that resources developed are share across MPS. Success will also mean that the TA has created a project playbook and sustainability plan for ongoing SRTS efforts at Emerson after the grant ends and share resources in MPS and beyond.

PART 6: SRTS TEAM MEMBERS & LOCAL SUPPORT (10 POINTS)

Members of a local SRTS team should include key stakeholders within the school and community fora successful SRTS program. Please mark the following individuals currently on your SRTS team. Please provide names where available.

Is your SRTS committee established?

Yes, we have a team pulled together who has met about SRTS

No, the list below is proposed partners for this project

Name and title of team leader: Jenny Bordon, Active Living Coordinator

Team Members:	Please list name and/or title:	How will this team member contribute to implementation of the proposed project?	Existing or new member?
School Principals	Matt Arnold, Principal Green School Jim Clarke, Principal Emerson School	These principals help lead SRTS efforts at their schools and they will help guide their school portion of the project.	Existing
School/District Transportation Staff	Ale Mendez Martinez, MPS Transportation Coordinator; Carrie Rutz, MPS Special Ed Transportation Manager	Both are members of the SRTS work group and will advise on the project and monitor its progress at monthly SRTS work group meetings. Ms. Mendez-Martinez also has expertise in family engagement.	Existing
Local Road authority (public works, county engineer, MnDOT)	Matthew Jones, City of Minneapolis, Engineering Technician III	Mr. Jones is a member of the SRTS work group and will advise on the project and monitor its progress at monthly SRTS work group meetings.	Existing
City staff (planners, elected officials, city manager)	Amy Barnstorff, City of Minneapolis, Associate Transportation Planner Dan Patterson, Hennepin County, Pedestrian and Bicycle Planner	Ms. Barnstorff and Mr. Patterson are members of the SRTS work group and will advise on the project and monitor its progress at monthly SRTS work group meetings. They will also help align the Boost project with city and county efforts.	Existing
SHIP/public health practitioners	City of Minneapolis Public Health:	Mr. Thao is manages the MPS SHIP funding and is a member of the SRTS work group. He will advise on the project and monitor its progress at monthly SRTS work	Existing

Team Members:	Please list name and/or title:	How will this team member contribute to implementation of the proposed project?	Existing or new member?
	Tom Thao, Public Health Specialist	group meetings. He will also problem solve when issues arise and align the Boost project with public health efforts.	
School District Reps	Julie Danzl, MPS Wellness Manager Chad Shannon, Public Support Specialist MPS Emergency Management & Safety and Security	Ms. Danzl will help with grant management and do everything in her power to ensure the project's success Mr. Shannon is a member of the SRTS work group and will advise on the project and monitor its progress at monthly SRTS work group meetings. The project will draw on his security expertise and help for general security of the fleets.	Existing
Parents, Community Members	Lily Sand, Green Central Programs Coordinator: Keidy Palusky, Emerson Family Liaison; Becky Alper, Emerson parent; School Site Councils	Ms. Sand is the point person on the will lead the Green Central portion of this project. She also lead the SRTS planning effort at Green. Ms. Palusky will provide expertise and assistance around communiting with Emerson families about this grant. She has many resources at her disposal, including the school-wide messaging applications, and, as a Dominican-American, speaks both Spanish and English. Ms. Alper is passionate about the Emerson project and will also work to make sure it is successful. Site Councils at the Green, Emerson, Bethune, and Roosevelt will advise on project.	Existing
Students, Teachers	Kyle Hansen; Sam Crossley; Mark Friend and Ana Kuznia (NEW HIRE) Health and Physical Education District Program Facilitator (DPF) Angie Powell , MPS DAPE DPF	PE teachers at Bethune, Emerson, and Green Central respectively. Mr. Hansen is the point person for this project at Bethune and Mr. Crossley is the point person for the project at Bethune The Health and PE DPF works with MPS SRTS and PE teachers toward the goal of universal bike education in MPS and helps ensure the success of the Traveling Bike Fleets and school-level efforts As the district Developmental Adapted Physical Education (DAPE) lead for Minneapolis Public Schools, Angie Powell will advise on adaptive bikes to support this project.	Existing
Bicycling or walking group representative	Pedal Power	Pedal Power is a nonprofit and leaders in a "bike to learn" and leadership development model of bike education for elementrary students. They have extensive experience working on student leadership through biking with English Language Learners. They will help Emerson and Green	Existing

Team Members:	Please list name and/or title:	How will this team member contribute to implementation of the proposed project?	Existing or new member?
		Central set up their on their school-based bicycle program and help to align their efforts with this project.	
Other team members (write-in):	Paul Klym, Director MPS Career and Technical Education	Mr. Klym will help lead the Project Bike Tech portion of this project. He is leveraging Career and Technical Education (CTE) and other resources to help ensure success. He is also working closely with the administration at Roosevelt and the teachers in the CTE Transportation strand.	NEW

PART 7: EXISTING SAFE ROUTES TO SCHOOL WORK (10 POINTS)

A) History: Using the 6E's—Equity, Education, Encouragement, Engagement, Engineering and Evaluation—briefly discuss the SRTS activities that currently happen in your school or community. If there has been limited activity, please describe the barriers that have *prevented implementation* that this grant would overcome. (300 word limit)

Equity: MPS defines equity in SRTS as “Walking and biking are safe, comfortable, and convenient for every student, regardless of race, cultural identity, immigrant or refugee status, language, gender or sexual identity, income, religion, and whether or not a student receives special education, has a physical or mental disability, or is homeless or highly mobile.” To achieve this end, we intentional recruit schools with high numbers of kids of color and/or students who qualify for free and reduced lunch and build our program around these students.

Education: On-bike education for 4th and 5th graders reaches more than 50% of elementary schools including Green, Bethune, and Emerson; walk and bike education is written into the MPS bus safety week curriculum; we provide on-going SRTS training opportunities education for staff/volunteers.

Encouragement: Historically, the majority of schools in MPS participate in seasonal walk and bike to school days, including Fall 2021 during the Covid pandemic (one-fourth of the MN events were in Minneapolis).

Engagement: We continually listen to students, families, and staff as we work on SRTS. One example where we have done it particularly well: Student SRTS focus group feedback led us to prioritize addressing street harassment of students on the route to school. When developing this curriculum, students continue to guide and contribute to the project.

Engineering: The City of Mpls has a SRTS infrastructure program of $400,000/year. There've been recent infrastructure improvements near Roosevelt and Edison and ones in the works near Whittier, Green, North, Franklin, Hall, and Cityview.

Evaluation: On-going evaluation of SRTS efforts include miles traveled, parent surveys, interviews and focus groups. We also track schools participating in SRTS efforts and survey teachers and staff on their impact. In Fall surveys of schools working on universal bike education, 100% reported the highest level of student engagement.

PART 8: ORGANIZATIONAL CAPABILITY, EXPERIENCE AND PARTNERSHIPS (5 POINTS TOTAL)

A) Describe previous (federal or otherwise) grant-funded projects your organization has completed, your experience in delivering projects on time, within budget and meeting all scope requirements. (200 word limit)

MnDOT BOOST: Deliverables have been met on time and on-budget, including grant-funder praise that we "really kept [our] ducks in order during this tough time." Of note is the addressing street harassment portion of these grants, completing this complex, innovative work during a pandemic, school shutdown, and city unrest that were unexpected during project conception. This work continues to have a positive impact on our students and has been shared statewide.

MnDOT2013 SRTS Implementation Grant: This $96,263, two-year grant had three focus areas: 1) expanding the Bus Stop & Walk (BSW) pilot to 7 schools 2) purchasing a traveling bicycle fleet to implement Walk!Bike!Fun! and 3) supporting a SRTS campaign. Delivered on time, within budget and meeting all deliverables outlined, this project exceeded expectations. Pre-COVID-19, the BSW ran weekly at ten schools (4,000 students) and MnDOT has developed a BSW Guide based on the model—its success directly leading to the MPS goal of universal bicycle education for fourth and fifth graders.

MnDOT2014 mini-grants: MPS coordinated mini grants from 8 different MPS schools—funding bicycle fleets and equipment, support for school patrol and safety, and encouragement campaigns. This small infusion of dollars helped grow successful SRTS programs at the participating schools—central coordination from MPS SRTS was able to help keep these small, detailed projects on track and meeting timelines and deliverables.

B) Describe who will be the primary staff person(s) that will carry out this project. What is their relevant project management experience? Describe the role(s) and amount of time/effort project partners will contribute carrying out the project. To what extent will those partnerships benefit the outcomes of the project? (200 word limit)

Jenny Bordon will manage this project and has managed the grants described above, among others. She is supported by a strong team in MPS Culinary & Wellness. We have shown success working with multiple school partners who do not have enough time to do their “have-to’s” let alone their “want-to’s.” We attribute our success to being part pesterer, part cheerleader, and full will-do-anything-for schools. The MPS SRTS team meets monthly to guide work, dream big, hold ourselves accountable, and problem solve when issue arise.

Other strengths:

Evaluation support from the experts in MPS REA will help ensure we can demonstrate impact—we found their help so valuable in a past Boost grant.

The bike-purchase and school-owned-fleet support we’ve done successfully many times and the folks at the schools commited to the work at Bethune, Emerson, and Green Central are real super stars.

The Project Bike Tech is a new project—and but we have strong support internally through MPS Career Technical Education and externally through our partners at Quality Bike Products.

Emerson staff and families have dreamed of this project for seveal years —this passionate group and having funding for staff will be key to the success.

PART 9: BUDGET AND JUSTIFICATION (10 POINTS)

Please attach the proposed budget and justification showing how much is being requested by line item and providing a justification for how the funds will be utilized:

1. Budget and Justification Template

Item	Qty (# or Hours)	Unit (e.g., hours, each)	Unit Price or Rate	Total	Justification
Personnel – Internal					
Project Coordination--Jenny Bordon	400	hours	in kind	in kind	Grant management and documentation, estimated 8 hours per week for one year.
Project Coordination--Lily Sand	64	hours	in kind	in kind	Grant cooridnation for the Green Central portion of the grant, estimated at 2 hours per week during the school year.
Project Coordination--Sam Crossley	64	hours	in kind	in kind	Grant coordination and working with the TA for the Emerson portion of the grant, estimated at 2 hours per week during the school year.
Project Coordination--Kyle Hansen	20	hours	in kind	in kind	Lead for the Bethune portion of the grant; Work includes purchase decisions and preparing Bethune fleet for additional bikes and independence from MPS traveling fleet
Emerson TA	1	stipend	$10,000/International Teaching assistant stipend	$10,000	An international teaching assistant from a Latin American country will be the SRTS champion. Emerson has a wide network and long history with these TAs, and the unique perspective and culture they bring with them is a major benefit for the school community. Grant funding will cover the stipend for this TA from April 2022 through June 2023, including summer months. SRTS planning identified a need to pay people to lead SRTS efforts at underserved schools. In addition the TA at Emerson will help develop culturally-relevant materials and program at Emerson that will be shared with the other Spanish dual-language elementaries in MPS Green and Sheridan as well as be available to all schools.

MPS Reasearch, Evaluation & Assessments (REA)	20	hours	$60/hour	$1,200	In MPS REA are 14 individuals, including 8 evaluation specialists and 6 data scientists with Master's or Ph.D's in educational research and evaluation. The REA team will help us with an evaluation strategy that informs/supports our goals and helps us determine the successes and challenges of the project's implementation.
MPS Paint Shop (Trailer graphics applied)	4	trailer	$500/trailer	$2,000	We would like to add graphics to all our bicycle trailers, including the new MN SRTS logo. Graphics will help us communicate about our good work and deter theft. Budget is based on the estimate of applying the graphics from the MPS paint shop. The design work is in kind from the graphic artist in MPS Culinary & Wellness Services.
Personnel - External /Contractual Services					
Project Bike Tech	1/30	start-up funds--new classroom	$60,000/start-up classroom	$5,000	It costs $60,000 to bring this new program, Project Bike Tech (PBT), to MPS in our Career and Technical Education options, which are open to high school students across the district. These PBT start-up funds will outfit one classroom at Roosevelt High School for the Project Bike Tech class . This includes professional workstations, work stands, tools, new bicycles, helmets, and professional classroom set up by PBT service technicians. It also includes teacher training and associated expenses, textbooks and manuals, access to point-of-sale systems, on-line industry technical training and resources, and, all consumables needed for the first year of programming. We are seeking additional internal and external funding for these start up funds. In addition, because the program is located within a school district and within CTE—many of the largest on-going expenses will

					be provided for, including teacher salaries, space, student recruitment, etc.
Equipment and Supplies					
Storage Container	1	per container	$4,700/container	4,700	Purchase of 1 shipping container that will store the new bicycle fleet at Green Central. Green Central has grown a lot--every classroom is filled. Secure outdoor storage is essential to building a bike fleet Green Central.
Bicycles	40	per bike	615	24,600	About 40 bikes: a small fleet of about 10 bikes for Bethune--to add to existing fleet; larger fleet of about 30 bikes for Green Central including at least one adaptive bike to build a new school-owned fleet at Green.
Bicycle Fleet Supplies	40	per bike	50	2,000	Cost per bike calculated approimately as follows: helmet ($15), vest ($10), maintenance equipment ($10), other supplies such as bins, cones, organization, and security ($15)

Student group, event supplies	1	kit	500/kit	$500	This allows for student-driven work at Emerson and a budget to support their plans. Here are a few examples of how students may choose to use the money: hire a partner such as Bici Xicas to support a bike event; purchase supplies for a demonstration project, SRTS promotion materials, or equipment like go-pros or air quality monitors.
Total Project Budget				**$ 50,000.00**	

PART 10: LETTERS OF COMMITMENT (5 POINTS)

Please attach the following letters of commitment:

1. Principal or school administrator letter of support
2. Letter of support from the local government

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

GREEN
CENTRAL ELEMENTARY

MATTHEW ARNOLD, PRINCIPAL
RICHARD GREEN CENTRAL DUAL LANGUAGE ELEMENTARY SCHOOL
Matthew.Arnold@mpls.k12.mn.us

January 5, 2022

Minnesota Department of Transportation
Safe Routes to School Program
395 John Ireland Boulevard
Saint Paul, Minnesota 55155-1899

Dear Grant Review Committee:

I am writing to express Green Central's strong commitment to the Minneapolis Public Schools proposal for a Safe Routes to School Boost grant.

Green Central completed planning last school year developing a vision where walking, biking, and rolling to, from, and while at school is safe, comfortable, and fun for ALL our students. If selected, the Boost grant will fund a bike fleet at our school, a program specifically recommended for our school in the plan. With the bike fleet we can implement other plan recommendations, namely Walk!Bike!Fun!, biking field trips, and slow rolls in our community. Because Green Central is now a magnet school drawing students from across the city, the school-day and after-school SRTS opportunities that a bike fleet provides are important so that all students can be included in Safe Routes to School, not just those who live close to school.

Other parts of the proposal will also be beneficial to us at Green Central. Project Bike Tech (PBT) will provide an avenue for kids who get excited about biking at our school to continue their passions in high school. Once the program is up and running, PBT will be able to help us maintain our fleet. The culturally responsive SRTS resources developed by the Spanish-speaking TA at Emerson will be helpful across the district, but especially to dual language elementary programs like we have at Green.

We have laid the groundwork for the success of this proposal. Our Full Service Community School Coordinator will manage the program. Our PE teachers have been trained in Walk!Bike!Fun! and have implemented BikeFun! with students this fall using the MPS traveling bike fleet. We have already built partnerships with a college and a local bike polo club to support bike-education efforts at Green. Just imagine what we can do once we have our own fleet! We appreciate that Pedal Power is also part of the guiding team and can especially mentor us in using the bike fleet to foster student leadership.

Thank you for the support from MnDOT to create our Safe Routes to School Plan and for the opportunity to turn our dreams in it into realities with this Boost Grant.

Sincerely.

Matthew Arnold

Minneapolis
City of Lakes

Public Works
505 4th Ave S. - Room 410
Minneapolis, MN 55415
TEL 612.673.3000
www.minneapolismn.gov

Support for Minneapolis Public Schools
Safe Routes to School Boost Grant Solicitation

Dear Dave Cowan:

Minneapolis Public Schools has requested a letter of support for their Safe Routes to School Boost grant application, by which the Minnesota Department of Transportation allocates federal funds through a competitive application process.

The City of Minneapolis Public Works Department hereby expresses its support for Minneapolis Public School's Boost grant application. Public Works recently adopted the Vision Zero Action Plan and the Transportation Action Plan (TAP) – both plans aimed at reducing all serious and fatal injuries on city streets, increasing equity, addressing climate change, and improving human health through improved air quality and increased active travel. The TAP has a mode shift goal of every 3 out of 5 trips taken by walking, biking, or transit and both the Vision Zero Action Plan and TAP support universal bike education for fourth and fifth grade students, which is central to the MPS Boost application. The goals of this application stem from top priorities identified in the MPS strategic action Plan, the Transportation Action Plan, Vision Zero Action Plan and align with the City's climate, safety, and equity goals.

Minneapolis Public Works supports efforts to improve the safety of students who walk or bike to school, increase equity and access to biking, and encourage the use of alternative modes of transportation. We strongly support the MPS Boost application, which will help us achieve our mode shift goals, and we will continue to serve on the team that guides the work outlined in the MPS application.

Sincerely,

Jenifer Hager

Jenifer Hager
Director of Transportation Planning and Programming
City of Minneapolis, Department of Public Works

SPECIAL SCHOOL DISTRICT NO. 1

Board of Education

April 12, 2022

RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENT FOR STORM WATER FACILITIES

WHEREAS, Minneapolis Public Schools seeks to support the proper management and treatment of storm water and to create stormwater improvements at Bryn Mawr and Anwatin schools, and

WHEREAS, the storm water improvement project requires an easement for construction and facilities on property owned by the District at 252 Upton Avenue South, and

WHEREAS, the easement compensation will be $1 and the grantee will construct and maintain storm water facilities including landscaping, sidewalks, boardwalks fencing and other features at no expense to Minneapolis Public Schools. Such facilities will be available for educational purposes at Bryn Mawr and Anwatin, and

WHEREAS, Board of Education policy 3270 requires the Board to approve leases of District property.

NOW, THEREFORE BE IT RESOLVED, that the Minneapolis School Board hereby authorizes the easements to construct storm water facilities for property owned by the District at 252 Upton Avenue South and accepts compensation for the easements. The Minneapolis School Board further resolves that the Senior Operations Officer can sign the agreements for said property.

Signed by:

_____ _____

Kim Ellison
Board of Education Chair

Date

_____ _____

Nelson Inz
Board of Education Clerk

Date

EASEMENT AGREEMENT

This Easement Agreement ("Easement") is by and between SPECIAL SCHOOL DISTRICT NO. 1, a special school district created and existing under the laws of Minnesota, Grantor (herein after referred to as "Grantor") and 2800 Partners, LLC, a Minnesota limited liability company, Grantee (herein after referred to as "Grantee").

RECITALS

A. Grantor is the owner of the real property known as the Bryn Mawr and Anwatin Schools, located at 252 Upton Avenue South, Minneapolis, Hennepin County, Minnesota, legally described on attached Exhibit A (the "Grantor's Property").

B. Grantee is the owner of the adjacent real property to the south of the Grantor's Property located at 2800 Wayzata Boulevard, Minneapolis, Hennepin County, Minnesota, legally described on attached Exhibit B (the "Grantee Property").

C. Pursuant to a Master Declaration of Reciprocal Easements made by Grantee, the owner of Tract B, Registered Land Survey No. 1885 Hennepin County, Minnesota ("Tract B Owner") is obligated to perform the construction and maintenance obligations of Grantee hereunder, and the owners of Tracts A, B, C and D, Registered Land Survey No. 1885, Hennepin County, Minnesota, are required to reimburse the Tract B Owner for pro rata portions of all expenses for performing the maintenance obligations hereunder.

D. Grantee desires to obtain from Grantor a perpetual easement for the purpose of retention and management of storm water and a temporary easement for the construction of the storm water retention and management system (the "Storm Water Facilities") and the parties wish to provide for the construction of a recreational play area ("Natural Play Area") on the Grantor's Property by Grantee.

THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In consideration of the payment of $1.00, Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual easement on, over, across and under a portion of the Grantor's Property for the purpose of discharging surface storm water drainage, and the installation, construction, maintenance, repair, operation and inspection of storm water detention

and retention pond(s) and appurtenances located within the below described easement area (the "Storm Water Facilities"), also including the right of ingress and egress onto the Easement Area from and to the Grantee's Property.

2. The location of the easement on, over, across and under the Grantor's Property (the "Easement Area") is legally described on the attached Exhibit C and depicted on the drawing attached as Exhibit D.

3. Grantor hereby grants and conveys to Grantee and the Tract B Owner, a temporary easement on, over, under and across the Grantor's Property for the purposes of construction of the Storm Water Facilities and the Natural Play Area (Exhibit G) on a portion of the Grantor's Property surrounding the Easement Area, including the right to grade, level, move and store dirt and fill on, and the use of, that portion of the Grantor's Property for a staging area and storage of materials, equipment, tools, supplies, and similar items during construction of the Storm Water Facilities. This easement includes the right to remove excess dirt or fill, so long as the Grantor has approved the area from which the removal is made and the amount to be removed. This temporary easement shall expire upon completion of construction of Storm Water Facilities and the Natural Play Area, but not later than June 1, 2023. Any damage to the Grantor's Property shall be restored to its' original condition with the exception of excess dirt removed as approved by the Grantor.

4. Grantee will, at its sole expense, install and construct the Storm Water Facilities within the Easement Area in accordance with approved plans and specifications as set forth on the attached Exhibit E. Grantee shall: obtain the approval for the construction plans and a storm water management plan from the City of Minneapolis, watershed district, and any other applicable governmental agencies; obtain all required permits; and construct and permanently maintain the Storm Water Facilities in accordance with Best Management Practices, and all laws, rules, regulations and permits. The Storm Water Facilities shall be designed to have the capacity to accommodate surface storm water drainage from the Grantor's Property.

5. The Grantee shall construct the Storm Water Facilities to include landscaping, sidewalks, boardwalk, and fencing in a manner to be approved by Grantor and as set forth on the attached Exhibit E and depicted on the attached Exhibit G.

6. In addition to the Storm Water Facilities, the Grantee shall, at its sole expense, construct for the exclusive use and benefit of Grantor, a recreational play area located outside of the Storm Water Facilities on the Grantor's Property (the "Natural Play Area") consistent with the Rendering attached hereto as Exhibit G, and in a manner and in accordance with specifications to be determined and approved by Grantor. Once construction of the Storm Water Facilities and Natural Play Area have been substantially completed, Grantee shall deliver to Grantor a certificate of substantial completion in recordable form ("Completion Certificate") issued by Grantee's engineer or architect. Grantor shall promptly review and approve (such approval not to be unreasonably withheld) and execute and return the executed Completion Certificate to Grantee for recording. Grantee shall not be entitled to discharge stormwater pursuant to the easement rights provided in Section 1 above until execution by Grantor of the Completion Certificate.

7. After completion of initial construction of the Storm Water Facilities, Grantee, its successors and assigns, shall have a perpetual obligation to repair, maintain and improve the Storm Water Facilities. The Grantee shall repair, maintain and improve the Storm Water Facilities and conduct regular inspections to ensure proper functioning and operation at all times ("Maintenance Obligations"). Grantor may, but is not obligated to inspect, maintain, and repair the Easement Area and Storm Water Facilities within the Grantor's Property. Grantee's Maintenance Obligations are more specifically set forth on the attached Exhibit F.

8. Before entering upon the Grantor's Property to do any work, Grantee shall give at least thirty (30) days' prior notice of such entry to the Grantor and the anticipated entry time, estimated duration and purpose; said right of entry being subject to the Grantor's not objecting to said entry at said time and/or for said duration unless reasonable basis exists therefor. Failure of the Grantor to notify the Grantee after receipt of said notice and within said thirty (30) day period shall be deemed conclusive evidence of lack of objection. Such notice need not be given in the event of any emergency as reasonably determined by the Grantee.

9. All work relating to the Storm Water Facilities shall be done: (i) in such manner as to not unreasonably interfere with the normal use and enjoyment of the Grantor's Property or disturb or endanger students, teachers, staff, or other persons on the Grantor's Property';; (ii) at the sole cost and expense of the Grantee,;; (iii) in full compliance with the provisions of this Agreement; (iv) in full compliance with all applicable statutes, codes, ordinances, rules and regulations, (v) in a good and workmanlike manner, (vi) in such manner as to not permanently adversely affect, or impair the Grantor's Property, (vii) as diligently and as quickly as reasonably possible, and (viii) in such a manner so as to clean the area and restore the affected portion of the area on which the work was done.

10. The easements granted in this Easement are subject to the rights of and the restrictions governed by the City of Minneapolis, the watershed district, and any federal, state, or local government agency which has jurisdiction over the drainage of storm water from the Grantee's Property.

11. Use of pesticides and herbicides on the Grantor's Property shall be prohibited unless scheduled and used in accordance with the Pesticide-Herbicide Application Schedule as supplied by the Grantor. Grantee shall notify Grantor in advance if Grantee desires to use pesticides or herbicides, including the applicable Material Safety Data Sheets, and pay for the cost of producing and mailing notices to all parents who have requested such notification pursuant to Minnesota Statute 121A.30. The written notice must be provided and mailed at least ten (10) days prior to any application.

12. Grantee will have no right to expand the easement, erect any improvements on the Grantor's Property, or use the easement for anything other than as specifically set forth in this Easement.

13. This grant of easement is perpetual, shall run with the land and shall be binding on and inure to the benefit of, the parties to this Easement, their respective successors, heirs, or

assigns. At such time as an owner of some portion of the Grantee Property conveys its ownership therein to a third party, such owner shall be released from all obligations of the Grantee hereunder, other than the obligation to construct the Storm Water Facilities and Natural Play Area. As noted in Recital C, Grantee has delegated its construction and maintenance obligations hereunder to the Tract B Owner, but Grantee acknowledges that such delegation does not release Grantee from its obligations to Grantor hereunder.

14. Grantee and Grantee's heirs, administrators, executors, assigns and any other successor's in interest agree to release, defend, indemnify, and hold harmless Grantor, its board, officers, students, employees, and agents from all liability, any and all damages (including claims of bodily injury, property damage, or negligence), accidents, casualties, occurrences, claims, or loss, including costs, expenses, and attorney's fees which might arise or be asserted, in whole or in part, against the Grantor: from the construction, presence, existence, use or maintenance of the Storm Water Facilities; any accident, injury, death, or damage to any person or property occurring in, on or about the Easement Area, including the stormwater pond and sediment forebay; or any damage or loss to the Grantor's Property as a result of storm water drainage onto the Grantor's Property. Grantee's indemnity obligations do not extend to liability related incidents occurring on the Bridge-Boardwalk-sidewalk within the Easement Area as depicted on the Rendering Storm Water Pond page of Exhibit G, Rendering Stormwater Pond and Nature Play Area, and under control of the Grantor (such as, and without limitation, educational or instruction activities conducted by Grantor's agents, employees, or officials as part of Grantor's education mission or activities with students or others).Grantee shall not settle or compromise any claim in which the Grantor has been named a party and for which Grantee must indemnify the Grantor without a signed agreement approved by the Grantor.

15. Grantee shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Easement. Grantee shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Easement. Grantee shall ensure all personnel, subagents and/or self are properly trained and supervised and, duly licensed or certified appropriate to the tasks performed under this Easement. Grantee 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 Grantee. Grantee shall develop and implement an emergency plan and procedures to follow in emergencies.

16. Insurance. The Grantee shall obtain and continuously maintain insurance on the Easement Area during the entire term of this Easement Agreement as follows: comprehensive general liability naming the Grantee and Grantor as an additional insured, with limits against bodily injury and property damage of not less than $2,000,000 for each occurrence or the Statutory Tort Cap Limit (if above the $2,000,000 per occurrence limit). Grantee shall, from time to time at the request of the Grantor, furnish proof that the premiums for such insurance have been paid and the insurance is in effect. All insurance required in this section shall be obtained and continuously maintained in responsible insurance companies that are authorized under the laws of the State of Minnesota to assume the risks covered by such policies.

17. Any and all notices permitted or required to be given in writing by either party to the other , except as otherwise noted, must be sent by hand delivery, overnight mail, certified or registered mail, postage prepaid to the address of the parties set forth below. Such notice will be effective two (2) days after deposit in the-United States mail.

To Grantor: Minneapolis Public Schools
Special School District No. 1
1250 West Broadway
Minneapolis, Minnesota 55413
Attn: Real Estate

To Grantee: 2800 Partners, LLC
c/o Swervo Development Corporation
510 First Avenue North, Suite 600
Minneapolis, Minnesota 55403
Attn: Ned Abdul

To Tract B Owner: Theodore WOTW, LLC
c/o Bryn Mawr Development, LLC
1700 Madison Street NE, Unit 111
Minneapolis, MN 55413
Attn: Steven M. Minn

18. The parties hereto shall, from time to time, within ten (10) days after written request from any other party, execute, acknowledge and deliver to the other party, a certificate stating: (i) that the terms and provisions of this Easement Agreement are unmodified and are in full force and effect or, if modified, identifying the modification agreements; (ii) whether there is known to be any existing default hereunder by any other party to this Easement Agreement and, if so, specifying the nature and extent thereof; (iii) whether the party executing such certificate is performing work for which that party expects reimbursement under the provisions hereof; (iv) the nature and extent of any setoffs, claims or defenses then being asserted or otherwise known by such party related to the obligations under this Easement Agreement; (v) the nature and extent of any notice given or demand which has not been satisfied; and (vi) such other matters as may be reasonably requested. Each party shall deliver a written request for such estoppel certificate to the other party at least ten (10) days prior to the closing of any sale or refinancing of the requesting party's parcel.

19. No provision contained in this Easement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same. A decision by either party not to exercise its rights of enforcement in an event of a breach of a term of this agreement is not a waiver of such term, any subsequent breach of the same or any other term, or any of the party's rights under this Easement. The delay or failure to discover a breach or to exercise a right of enforcement as to such breach does not impair or waive a party's rights of enforcement, all of which shall be cumulative and not exclusive.

20. This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

21. This Easement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Easement shall not be binding upon either party except to the extent incorporated in this Easement. No amendment, modification or wavier of any condition, provision or term of this easement is valid, or of any effect unless made in writing and signed by both parties.

GRANTOR:
SPECIAL SCHOOL DISTRICT NO. 1,
a special school district created and
existing under the laws of Minnesota

_____
By: Karen DeViet
Its: Senior Operations Officer

GRANTEE:
2800 PARTNERS, LLC, a
Minnesota limited liability company

_____
By: Nedal Abul-Hajj
Its: Chief Manager

STATE OF MINNESOTA)
)SS
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by Karen DeViet, the Senior Operations Officer of Special School District No. 1, a special school district created and existing under the laws of Minnesota, Grantor.

_____
Notary Public (seal)

STATE OF MINNESOTA)
)SS
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by Nedal Abul-Hajj, the Chief Manager of 2800 Partners, LLC, a Minnesota limited liability company, Grantee.

_____
Notary Public (seal)

Drafted by:

Minneapolis Public Schools
Special School District No. 1
1250 West Broadway
Minneapolis, Minnesota 55413
Attn: Real Estate

ATTACHED EXHIBITS

Exhibit A – Legal Descriptions of Grantor's Property

That part of the Northeast 1/4 of Section 29, Township 29, North Range 24, West of the 4th Principal Meridian, described as follows: Beginning at a point in the West line of the Northeast 1/4 of said Section 29, distant 30 rods South of the Northwest corner thereof, said point being the Southwest corner of Inglewood Addition to Minneapolis; thence East parallel with the North line of said Northeast 1/4 along the South line of said Addition to the Southwest corner of Lot 12, Block 1, said Inglewood Addition to Minneapolis (the Southeast corner of Lot 13, Block 1, Inglewood Addition to Minneapolis); thence South along the extension of the West line of said Lot 12 (the extension of the East line of said Lot 13) a distance of 133.3 feet; thence East 54.3 feet to the West line of Block 6, Gilbert and Anderson's Addition to Minneapolis extended North; thence South along said extended line and along the West line of said Block 6, to the Southwest corner of said Block 6; thence East along the South line of said Block 6, a distance of 73/100 feet; thence South parallel with the West line of Upton Avenue South as now laid out to the North line of Laurel Avenue as now laid out; thence West along the North line of Laurel Avenue to a point 81 feet West of the West line of said Upton Avenue South; thence South 60 feet to a point in the South line of said Laurel Avenue, distant 81 feet West of West line of said Upton Avenue South; thence East along the South line of Laurel Avenue 1 foot; thence South parallel with the West line of Upton Avenue South, 180 feet; thence West parallel with the extension of the South line of Laurel Avenue 70 feet; thence South parallel with the West line of Upton Avenue South 184.32 feet; thence East parallel with said South line of Laurel Avenue extended a distance of 69.8 feet to a point 80.2 feet West of the West line of Upton Avenue South; thence South parallel with the West line of South Upton Avenue and along the West line of Thorpe Bros. Glenwood Heights, to the Southwest corner of the alley as platted in Block 4 of said Addition; thence Southeasterly along the Southwesterly line of said Block 4 to its intersection with the North line of the right of way of Wayzata Boulevard as now established and widened; thence West along said North right of way line of Wayzata Boulevard to the West line of the Northeast 1/4 of said Section 29; thence North along said West line to the point of beginning, Hennepin County, Minnesota. EXCEPTING all that part described as follows: Commencing at the intersection of the center line of Erie Avenue (now known as Mount View Avenue) as it may be extended West, and the West line of Thorpe Bros. Glenwood Heights Addition; thence South along the West line of said Addition 435.63 feet more or less, to the Southwest corner of the alley as platted in Block 4 of said Addition; thence Southeasterly along the Southwesterly line of said Block 4 to its intersection with the North line of the right of way of State Trunk Highway as now established and widened; thence West along the North line of said right of way to the West line of the Northeast 1/4 of said Section 29; thence North along said West line of said Northeast 1/4 to the intersection of said center line of Erie Avenue (now known as Mount View Avenue) as it may be extended West; thence East along said center line of Erie Avenue (now known as Mount View Avenue) to the point of beginning EXCEPTING therefrom the West 30 feet of said property.

ALSO That part of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 29, Range 24, described as follows, to-wit: Commencing at a point of intersection of the South line of Laurel Avenue with the West line of Upton Avenue South; thence South along the West line of Upton Avenue South 180 feet; and thence West parallel with the South line of Laurel Avenue 110 feet to the point of beginning of the land to be described; thence continuing West parallel with the South line of Laurel Avenue 40 feet; thence South 184.32 feet; thence East 40 feet; thence North 184.32 feet to the point of beginning.

Subject to that certain easement for ingress and egress purposes over a part of the West 30 feet of said property, as more particularly described in that certain deed to Standard Oil Company recorded in Book 2048 of Deeds at page 516, and subject to that certain storm drain and sewer easement to the City of Minneapolis, more particularly described in that certain instrument recorded in the office of the Register of Deeds of said County Book 2527 of Deeds at page 385.

All situate in the County of Hennepin, State of Minnesota.

Exhibit B – Legal Description of Grantee Property

Tracts A, B, C, D, E and F, Registered Land Survey No. 1885, Hennepin County, Minnesota.

(Torrens Property)

Exhibit C – Legal Description of Easement Area

PROPOSED EASEMENT DESCRIPTION

Part of the Northeast Quarter of Section 29, Township 29, Range 24, Hennepin County, Minnesota, described as follows: Beginning at the intersection of the westerly extension of the centerline of Erie Avenue (now known as Mount View Avenue) with the west line of said Northeast Quarter;
thence northerly, along said west line 180.00 feet;
thence southeasterly deflecting right 114 degrees 35 minutes 13 seconds 70.00 feet;
thence northerly parallel with said west line 61.00 feet;
thence easterly perpendicular to said west line 33.00 feet;
thence southerly parallel with said west line 75.00 feet;
thence southeasterly 284.03 feet to a point on said westerly extension of the centerline of Erie Avenue (now known as Mount View Avenue) distant 346.00 feet east of the point of beginning;
thence westerly, along said centerline extension 346.00 feet to the point of beginning.

Exhibit D – Depiction of Easement Area

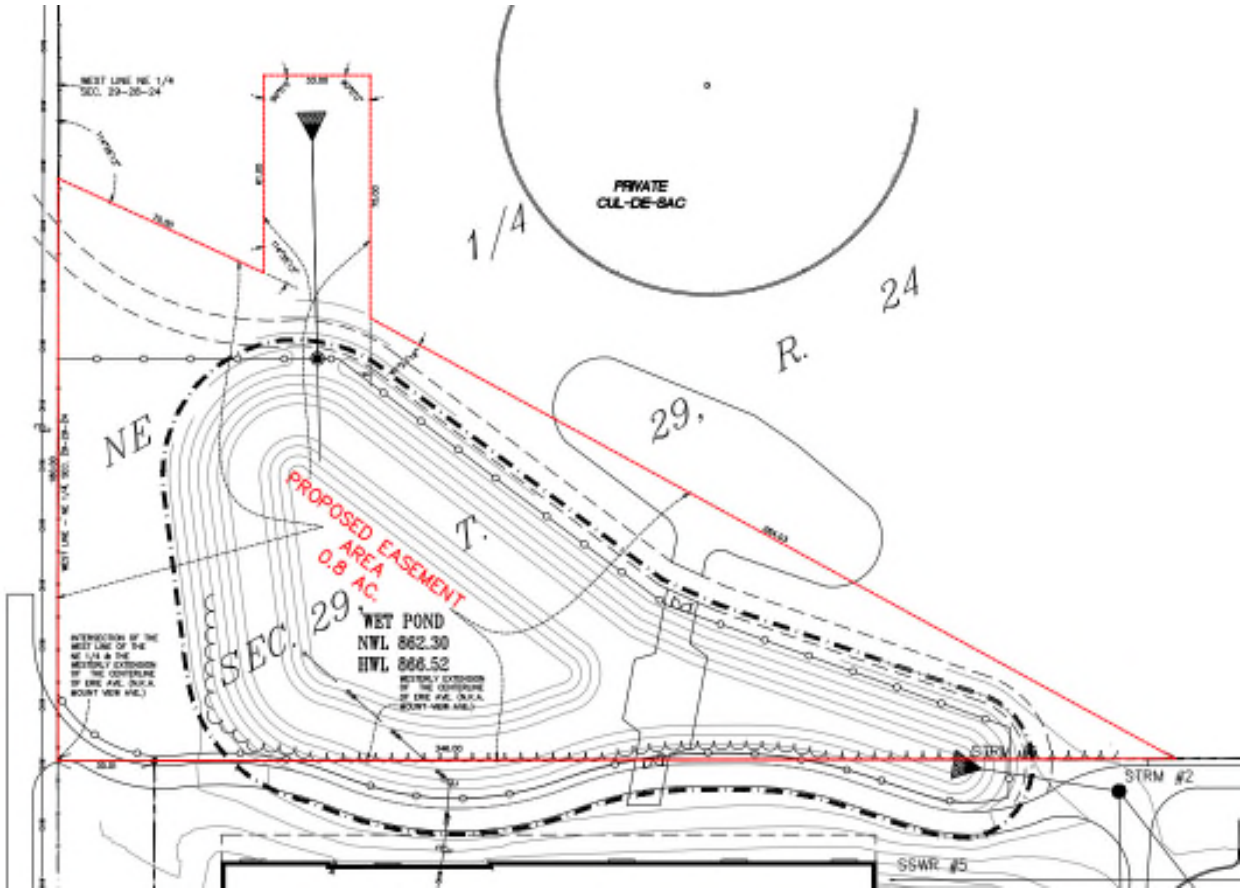


Exhibit E – Stormwater Facilities Plans

The Grantee Property will be developed with several new multi-story buildings with surface parking, sidewalks, and walking trails. Site topography will remain similar to existing conditions, with the majority of the stormwater runoff flowing overland to the northwest corner of the site. Site slopes will be less than 5%, except in some ramp and driveway locations. New storm sewer inlets and piping will be installed to intercept runoff and direct it to a pretreatment device such as the Contech "Vortech Hydrodynamic Separator". Where the runoff water will be pretreated to remove approximately 70% of the total suspended solids. Stormwater runoff water will then be routed to the stormwater pond via a 36-inch reinforced concrete pipe. The pipe will discharge into a forebay, which is designed to removal additional sediment and provide a smaller area that can be cleaned more frequently. The forebay area will normally be dry and is approximately 20% of the overall pond volume. The runoff water from the forebay will flow via a spillway to the wet pond. The wet pond will have a permanent water level of approximately 4-feet in depth. The pond will have a 10:1 safety bench that will have a 1-foot maximum depth. The overall stormwater management system is designed to treat water from the 2.5-inch rain event. Expected removals on a typical rain event (less than1-inch in 24 hours) will be approximately 85%-90% Total Suspended Solids and 50%-60% of total phosphorus. In addition, the pond will reduce runoff rates from the contributing areas by approximately 54% in the 100-year rain event.[1]

The pond will be surrounded by a welded wire anti-climb mesh fence at a height approved by Grantor. The fence construction shall include a six-inch (6") deep and twelve-inch (12") wide soil trench below grade, filled with granular aggregate materials held in place with weed control or similar fabric integrated in the footing plan of the fencing, to prevent burrowing below the fence while providing weed control.

[1] BKBM Engineers letter to Steve Minn dated October 7, 2020

Exhibit F
Grantee's Maintenance Obligations

1. Routine Maintenance:

Grantee shall be responsible for all maintenance of the Easement Area, except as may be expressly assumed by Grantor. Grantee maintenance responsibility shall include, but not be limited to, maintenance of: the Stormwater Facilities; dredging, noxious plant and weed control of the pond area; the fence and gates; landscaping and vegetation; and sidewalk, boardwalk, platform and benches.

Grantee will not be responsible for the maintenance of the Natural Play Area.

2. Annual Stormwater Pond Inspection:

Grantee will be responsible to provide quarterly inspection reports for the Storm Water Facilities, including the stormwater basin, to Grantor. The inspections shall be in accordance with industry standards and follow the "Minnesota Stormwater Manual", as may be amended or revised from time to time, provided by the State of Minnesota Pollution Control Agency. See link here: https://stormwater.pca.state.mn.us

The inspection reports will include measurement of the depth of the sediment. Guidelines as set by the Minnesota Pollution Control Agency for dredging the sediment out of the pond area will be followed, and work completed by Grantee. A 30-day prior written notice of dredging to Grantor is required.

If any necessary or required maintenance is not completed by Grantee, Grantor will provide notice to the Grantee and Grantee shall complete all necessary work within 15 days to bring the area back into compliance.

Upon the failure of the Grantee to provide maintenance or any required report, the maintenance or inspection may be completed by Grantor, in Grantor's discretion, and the out-of-pocket costs invoiced to the Grantee as set forth in Section 5 below, up to a maximum of $30,000.00 per calendar year.

3. Natural Play Area:

Grantee shall be responsible for constructing the "Natural Play Area", in accordance with Grantor standards including engineering and construction of draintile system below grade. Grantee shall provide Grantor with a one year warranty on the Natural Play Area and repair or replace any damages during the warranty period including replacement of the engineered wood fiber mat.

4. Construction:

Construction by Grantee shall be permitted only when school is not in session and upon prior written approval by Grantor. Grantor shall be provided a full set of design documents for construction for review and comment. Grantee shall incorporate comments into the final construction documents. Grantor's Facilities director shall be notified 30 days in advance of construction in order to coordinate any impacts on programming. Access to the pond for follow up dredging shall be by a prior written authorization or Access Permit issued by Grantor which shall not be unreasonably refused. Routine access to monitor plant growth, clear debris or general maintenance will not require an Access Permit but shall be coordinated with Grantor's Facilities director.

5. Inspection:

Grantee shall conduct an inspection of the pond and Storm Water Facilities after any and all rain event exceeding one (1) inch of precipitation in a 24 hour period. The inspection shall occur within 24 hours after the event has ceased. The inspection shall include review of pond function, review of all facilities inside the fence area and confirmation of use. Damages identified shall be immediately communicated to the Grantor's Facilities Director within 24 hours and repairs shall be coordinated with Grantor's Facilities Director and other Facilities staff as necessary.

If the Grantee, after having been granted access to perform repairs, fails to perform its Maintenance Obligations with respect to the Storm Water Facilities, and after thirty (30) days of receipt of written notice from the Grantor of said failure the Grantee fails to make the required repairs, the Grantor has the right, but not the obligation, to make the required repairs and to seek reimbursement (with an additional 10% of said cost for administration) from the Grantee, and/or to file a lien within one hundred twenty (120) days of completion of the work against the Grantee Property for the costs incurred by the Grantor in connection with performing the repairs or maintenance. In an emergency situation, the Grantor is not required to provide notice to the Grantee prior to making the required repairs or performing the necessary maintenance. To the extent that the Grantor must retain outside consultants for any inspection and/or maintenance, the Grantee shall be responsible to reimburse the Grantor for the cost plus a ten percent (10%) administrative fee.

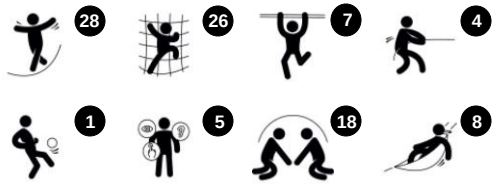
Exhibit G
Parkour 5 Cut Sheet
Rendering of Storm Water Facilities Pond and Natural Play Area

Parkour 5

NRO857

Item no. NRO857-1003	
General Product Information	
Dimensions LxWxH	43'3"x40'4"x8'11"
Age group	5 - 12
Play capacity (users)	33
Color options	







WOW! The Parkour 5 has wild appeal for 6-12 year-olds. It's a fitness course that's fun and also challenging. The variation in climbing, crawling, balancing and meeting activities will make children come back again and again. The many inclined, twisted and vertical nets and the different mesh sizes offer great play challenges. Climbing or crawling up, down and through the

Parkour 5 stimulates agility, balance and coordination. These motor skills are necessary to managing the world securely and achieving physical confidence. The lovely swaying seat points and the horizontal beams are great for meeting and socializing. The many ropes and their bouncy character make them a constant balance and muscle trainer, even when seated.

When climbing through the Parkour 5, children train their cooperation, negotiation and turn-taking skills. These skills can be hard to teach, but easily learned in play.



2022-0027

Data is subject to change without prior notice.

RENDERING NATURE PLAY AREA



ANWATIN MIDDLE SCHOOL POND 04/29/2021

Lupe Development Partners

DF/ DAMON FARBER

2022-0027

Parkour 5

NRO857



All Organic Robinia products by KOMPAN are made of 100% Robinia wood from sustainable European sources. On request it can be supplied with FSC® Certified (FSC® C004450) Robinia wood.



Nets and ropes are made of UV-stabilized PA with inner steel cable reinforcement. The rope is induction treated in order to create a strong connection between steel and rope which leads to good wear resistance.



Full colored EPDM rubber seats with smooth surface. The seats is are molded on a hot dip galvanized steel inlaythat ensures durable fixation to the rope.



Balance post of ¾" EcoCore™. EcoCore™ is a highly durable, ecofriendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material.



The Robinia wood can be supplied as untreated raw wood or painted with a brown colored transparent pigment that maintains the golden wood color of the wood.

Item no. NRO857-1003	
Installation Information	
Max. fall height	8'11"
Safety surfacing area	1,662 ft2
Number of installers	2
Total installation time	28.7
Excavation volume	8.70 yd3
Concrete volume	1.33 yd3
Footing depth (standard)	3'3"
Shipment weight	3,475 lbs
Anchoring options	In-ground ✔

Warranty Information	
Robinia Wood	10 years
Stainless steel components	Lifetime
EPDM components	2 years
Ropes & nets	10 years
Spare parts guaranteed	10 years

Elevated activities **0**	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	**0**	**10**	**2**
Required	**0**	**5**	**2**

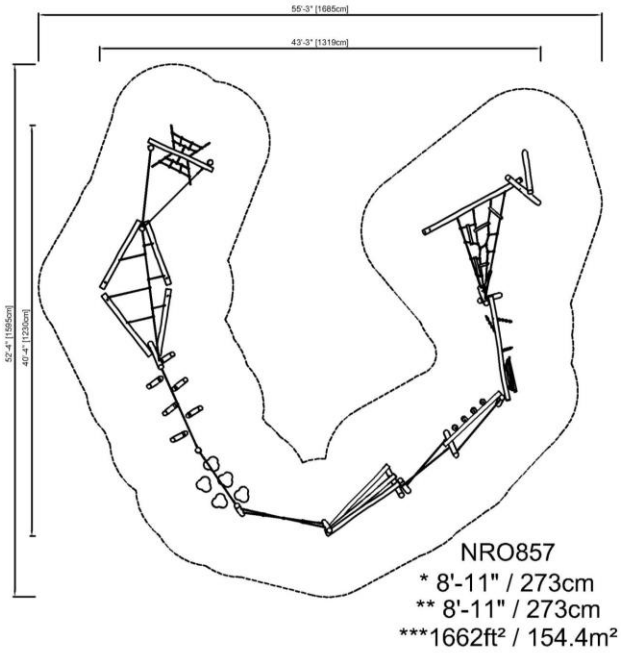
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Parkour 5

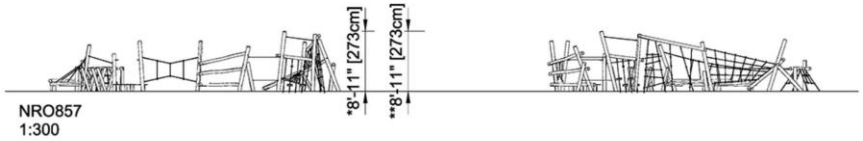
NRO857

* Max fall height | ** Total height | *** Safety surfacing area



Click to see 1:100 ratio TOP VIEW

* Max fall height | ** Total height



Click to see 1:100 ratio SIDE VIEW

2022-0027

Data is subject to change without prior notice.

Parkour 5

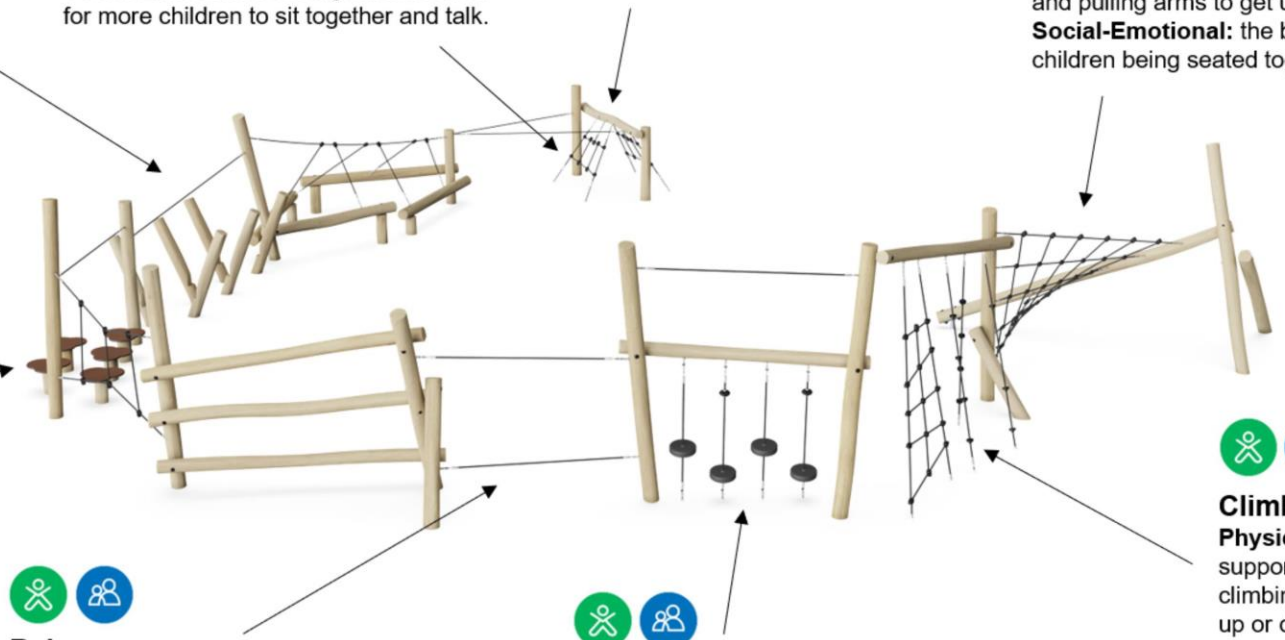
NRO857

Stilts
Physical: balancing which supports the vestibular system as well as cross coordination.
Social-Emotional: cooperation and turn-taking.

Climbing net
Physical: children develop cross-body coordination and muscle strength when climbing. The big meshes allow for climbing and crawling through, supporting proprioception and spatial awareness.
Social-Emotional: the big meshes allow for more children to sit together and talk.

Top beam
Physical: climbing over the top beam demands good spatial awareness and involves risk taking.
Social-Emotional: fine destination for a break with friends.

Twisted net
Physical: the big meshes allow for climbing and crawling through, supporting proprioception, spatial awareness, cross coordination, and muscle strength, pushing and pulling arms to get upwards.
Social-Emotional: the big meshes allow more children being seated together, sharing.



Balance pods
Physical: sense of balance is trained, and bone density built when jumping between and off the pods.
Social-Emotional: turn-taking and cooperation as well as room for a seated rest with friends.

Balance ropes
Physical: the balance training here is unmistakable. Holding onto the swaying upper rope when balancing on the swaying lower rope makes excellent training of the sense of balance as well as the trunk muscles. These abilities are fundamental for being able to sit still on a chair.
Social-Emotional: there is room for more than one and cooperating with friends on walking over the swaying ropes is a true cooperation task that takes teamwork and tolerance.

Parkour ropes
Physical: the big rubbery discs are great supports for the feet when climbing or crossing the module. This supports cross coordination, sense of balance and arm and leg muscles. This combination adds to the child's general body adeptness and awareness, adding security to its movements.
Social-Emotional: the seats make a nice destination and meeting point and take cooperation when crossing by others on the way through the module.

Climbing rope
Physical: the small knots add support for hands and feet when climbing onto the rope, crawling up or down. Climbing supports spatial awareness, cross coordination and muscle strength.
Social-Emotional: passing others when climbing up or down develops turn-taking skills and consideration.

2022-0027

Data is subject to change without prior notice.

Parkour 5

NRO857

PHYSICAL
Joy of movement:
motor skills, muscle, cardio and bone density

SOCIAL-EMOTIONAL
Joy of being together:
teamwork, tolerance and sense of belonging

COGNITIVE
Joy of learning:
curiosity, understanding of causal relationships and knowledge of the world

CREATIVE
Joy of creating:
co-creation and experimenting with materials



BALANCE
To balance is to stay upright when walking or standing on a surface that makes this challenging (e.g. a wobbly, inclined, or narrow surface).



BOUNCE
To bounce is the act of bouncing on a responsive, flexible, elastic or tensile surface.



CLIMB
To climb is the act of moving upwards, cross-coordinating arms and legs, on a vertical or inclined surface or net.



CONSTRUCT
To construct is the act of creating new patterns, shifting items or materials to new positions or constructing with materials that can be transformed or manipulated.



CRAWL
To crawl is the movement of moving forwards or backwards, cross-coordinating arms and legs, on a horizontal or slightly inclined surface.



DRAMATIC PLAY
Dramatic play is motivated through play items that stage a frame, place or environment for acting out make believe or role play scenarios.



GLIDE
To glide is the act of moving from one point to another without shifting the feet, in a horizontal or vertical movement, in a seated, lying or standing position, letting gravity do the work.



HANG IN ARMS
To hang in arms is the act of carrying the body with the hands or arms, possibly to traverse to another platform or play item.



JUMP
To jump is the act of jumping up or down on a hard surface.



PULL
To pull is the act of pulling an item towards you or you towards an item with one or both hands, or possibly using the entire body.



PUSH
To push is the act of pushing an item away from you with one or both hands, possibly with the entire body.



ROCK
To rock is the action of rocking back and forth, or sideways, on e.g. a piece of spring equipment.



ROTATE
To rotate involves a vertical or horizontal slower paced turn of the body, facilitated by a piece of equipment.



RULES PLAY
Rules play is motivated through play items that suggest games-with-rules, cooperation and team work, e.g. tic-tac-toe, timers or ball games.



SENSORY
To sense is the act of taking in information with the sensory system: seeing, feeling, hearing or sensing with the body.



SLIDE
To slide is the act of moving fast downwards seated on a slide.



SOCIALIZE
To socialize is the act of meeting, communicating or cooperating in an activity that stimulates and facilitates social interaction.



SPIN
To spin involves a fast, repeated horizontal or vertical turn of the body on a piece of equipment that facilitates the movement.



SWAY
To sway is the movement of swaying back and forth, or around, lying, seated or possibly standing, in a pendulant or circular movement, e.g. on a hammock or on a rope.



SWING
To swing is the movement of swinging back and forth, or in circular movement, seated, standing or lying, in an unhindered arc.



WONDER
To wonder is motivated through play items that make children need and use their logical, abstract or creative thinking skills, as well as their memory.

2022-0027

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ANWATIN MIDDLE SCHOOL POND

MINNEAPOLIS, MN

APRIL 29, 2021

2022-0027

RENDERING PLAN

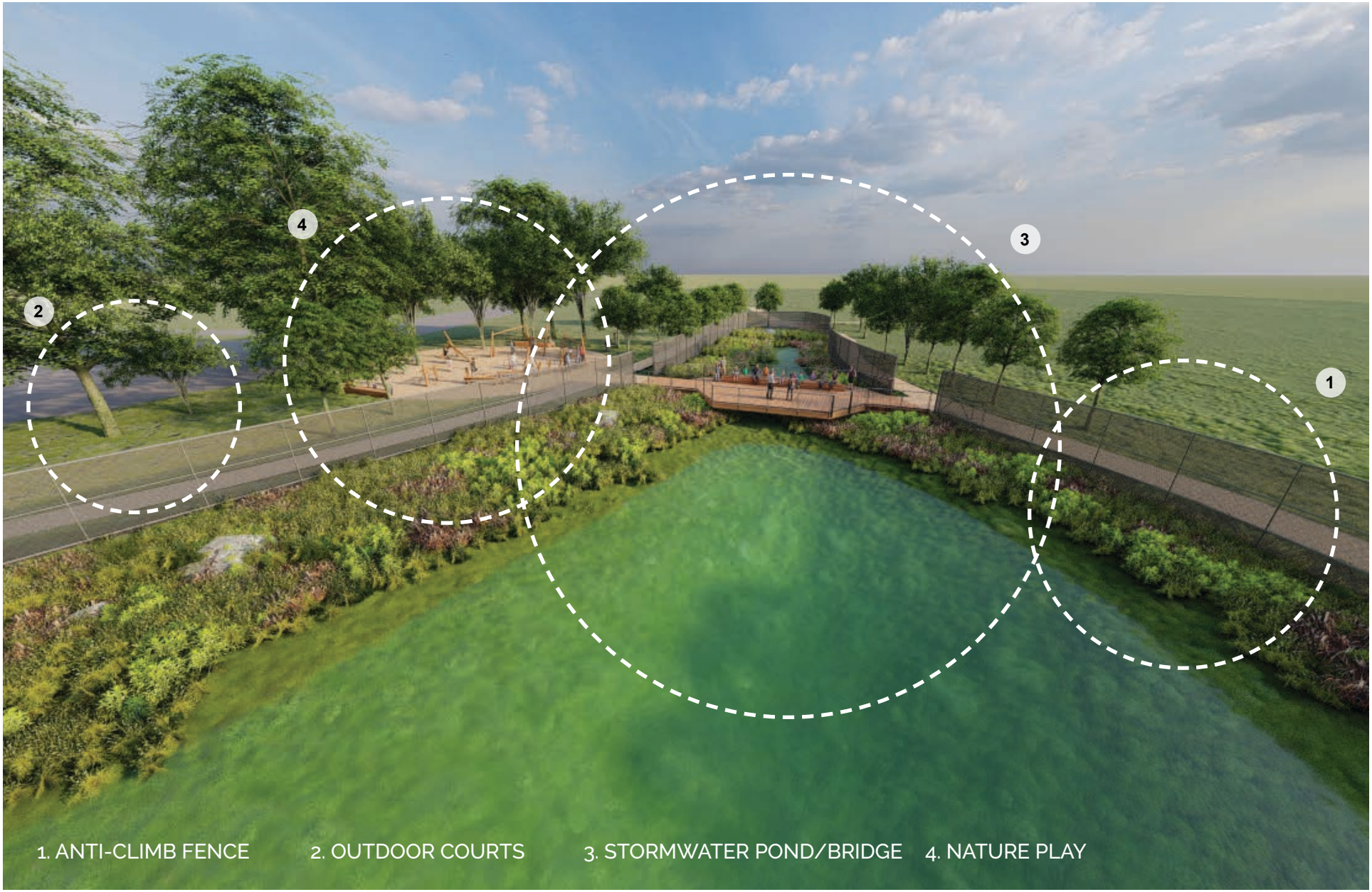


ANWATIN MIDDLE SCHOOL POND 04/29/2021

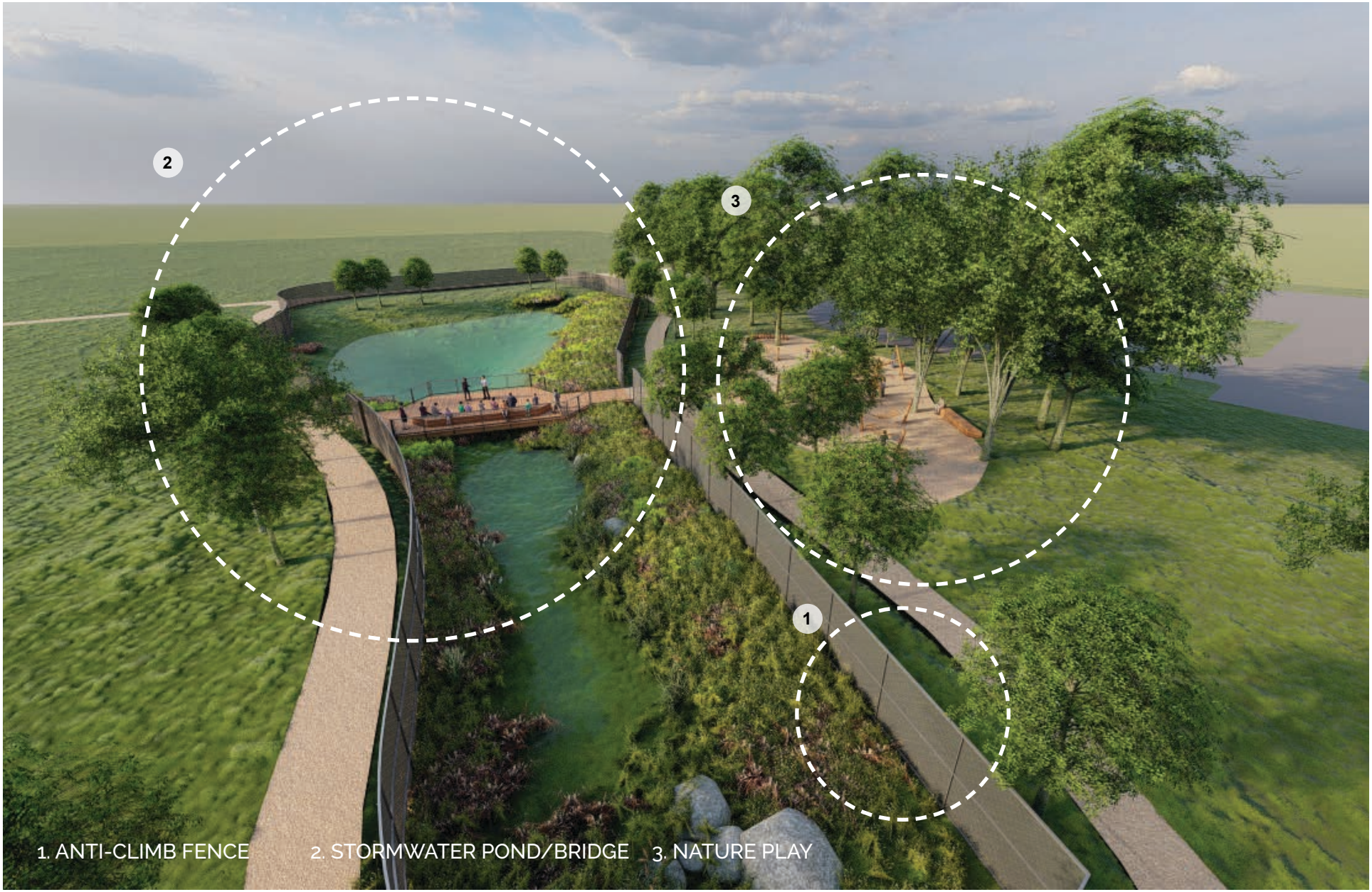
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DF/ DAMON FARBER
2022-0027

RENDERING STORMWATER POND



RENDERING EAST TO WEST



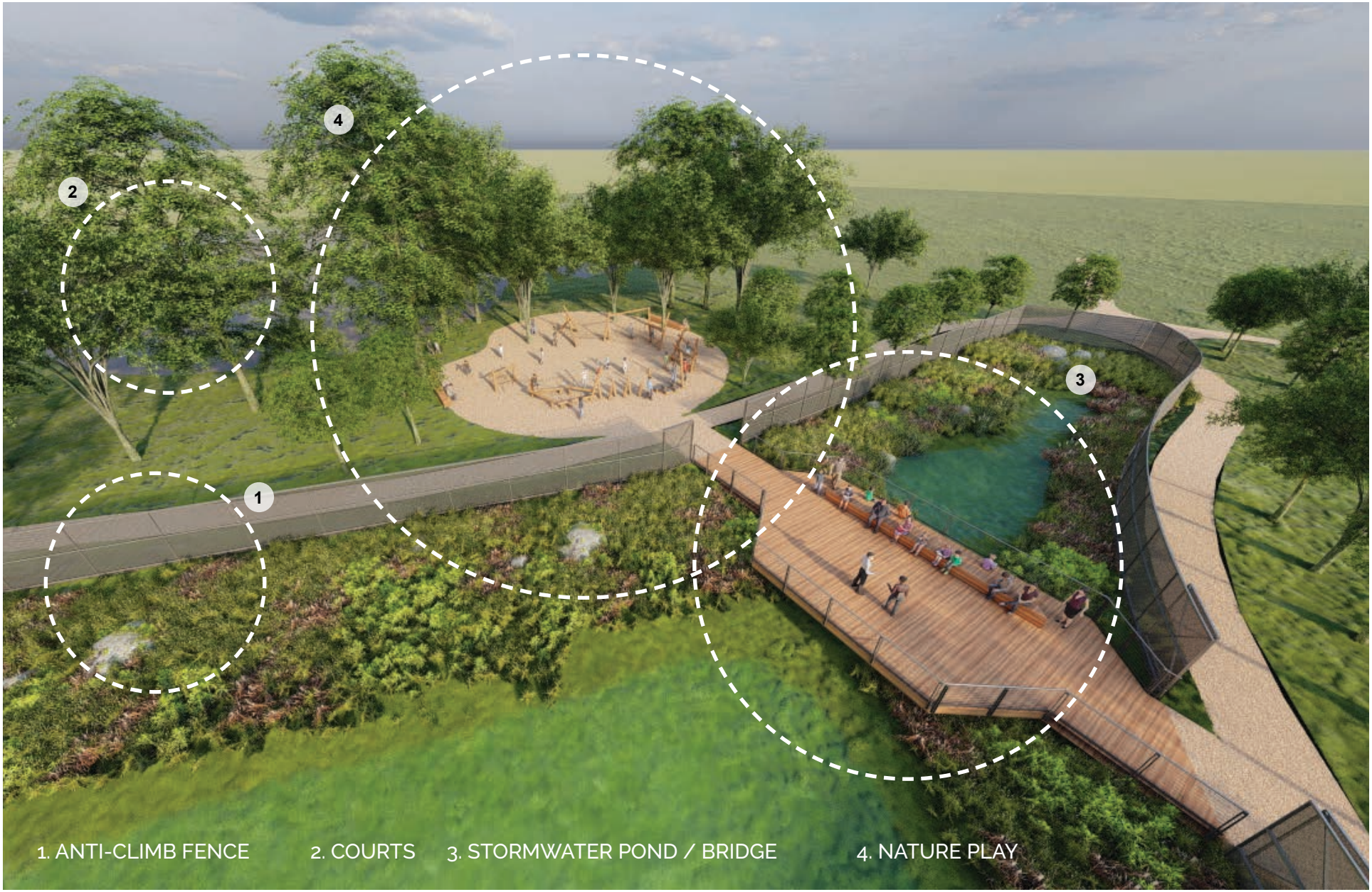
ANWATIN MIDDLE SCHOOL POND 04/29/2021

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2022-0027

RENDERING STORMWATER POND AND NATURE PLAY AREA



ANWATIN MIDDLE SCHOOL POND 04/29/2021

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RENDERING NATURE PLAY AREA



ANWATIN MIDDLE SCHOOL POND 04/29/2021

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RENDERING NATURE PLAY AREA



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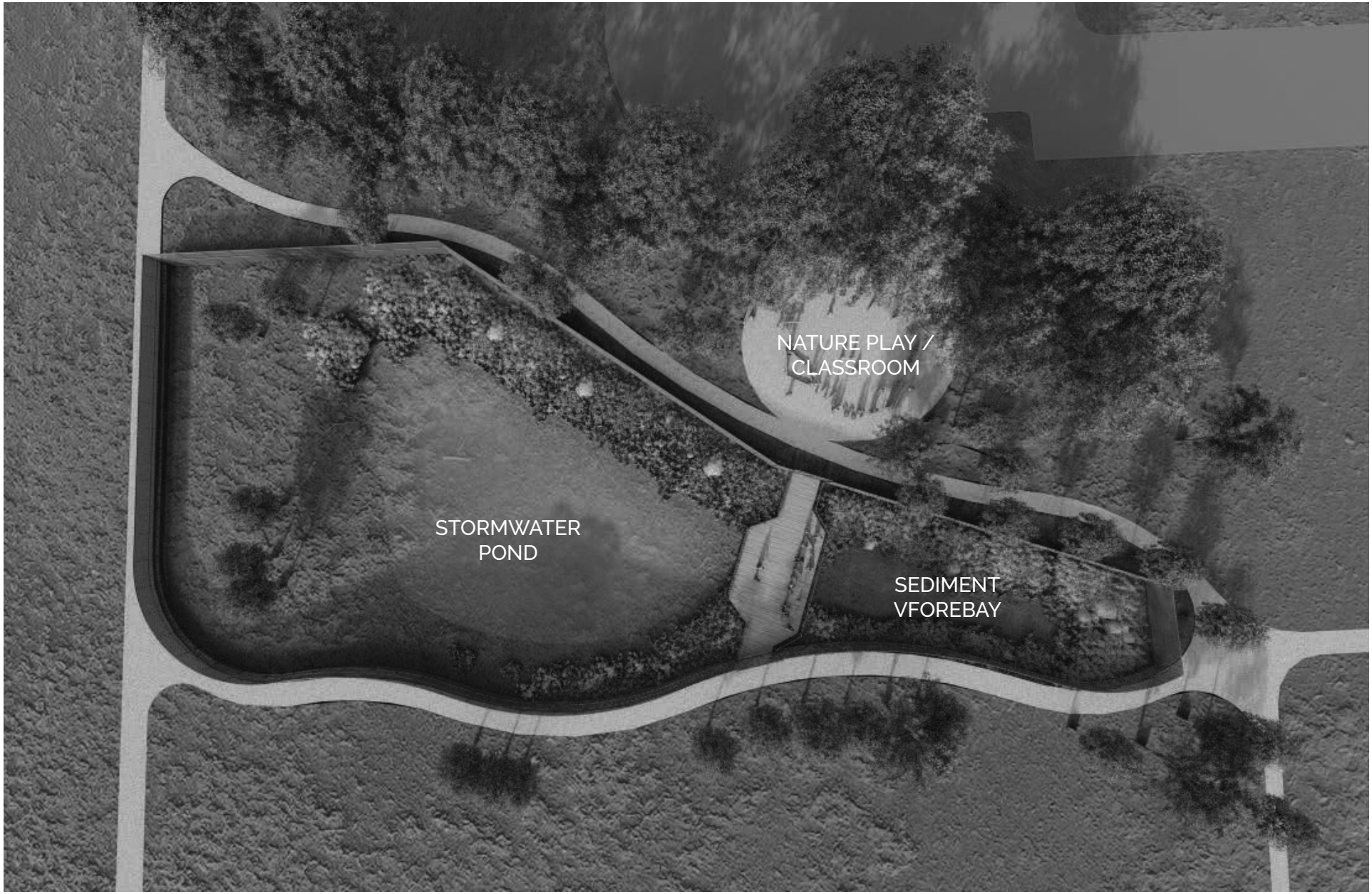
ANWATIN MIDDLE SCHOOL POND

MINNEAPOLIS, MN

APRIL 29, 2021

2022-0027

RENDERING PLAN



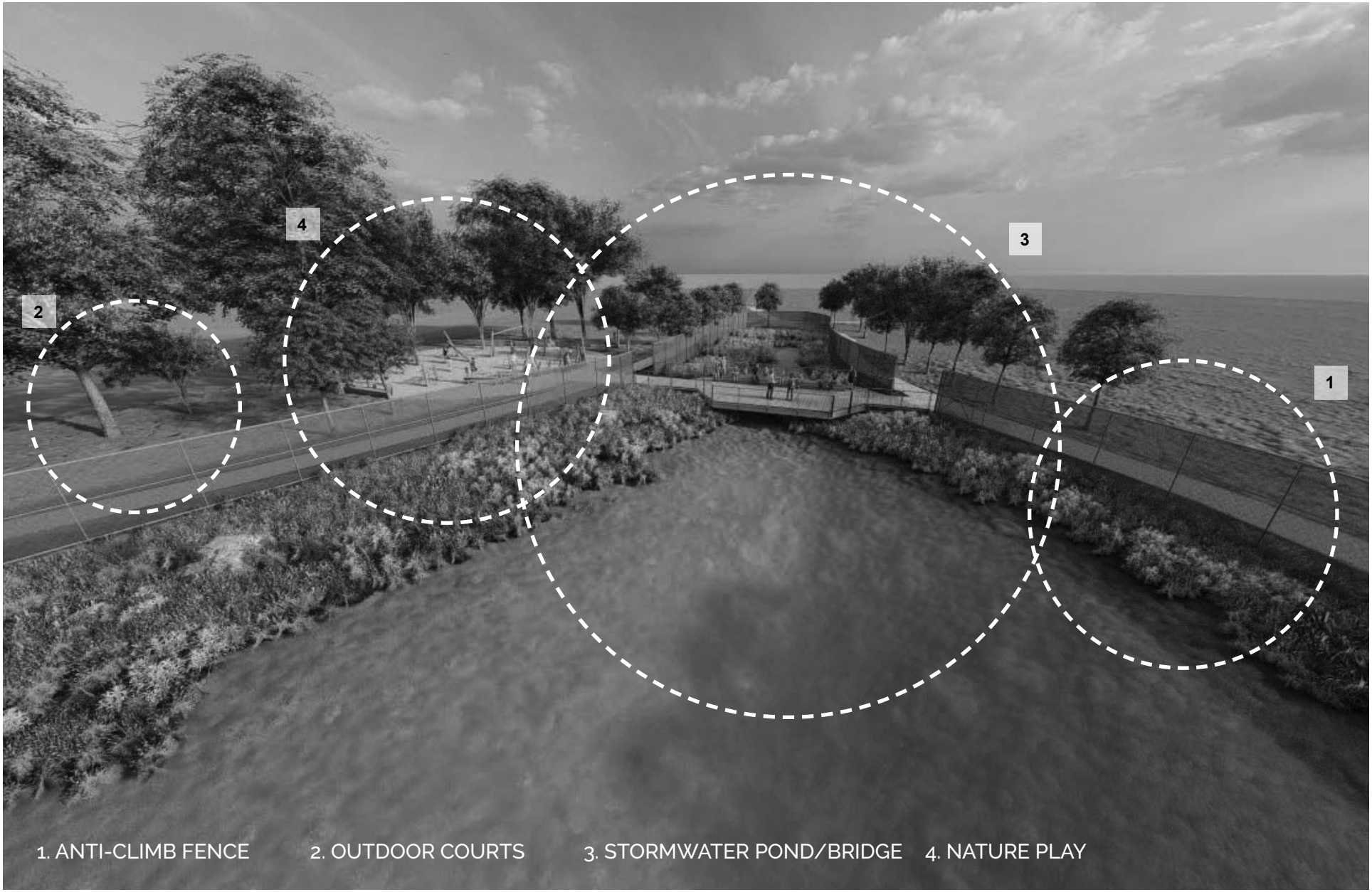
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RENDERING STORMWATER POND



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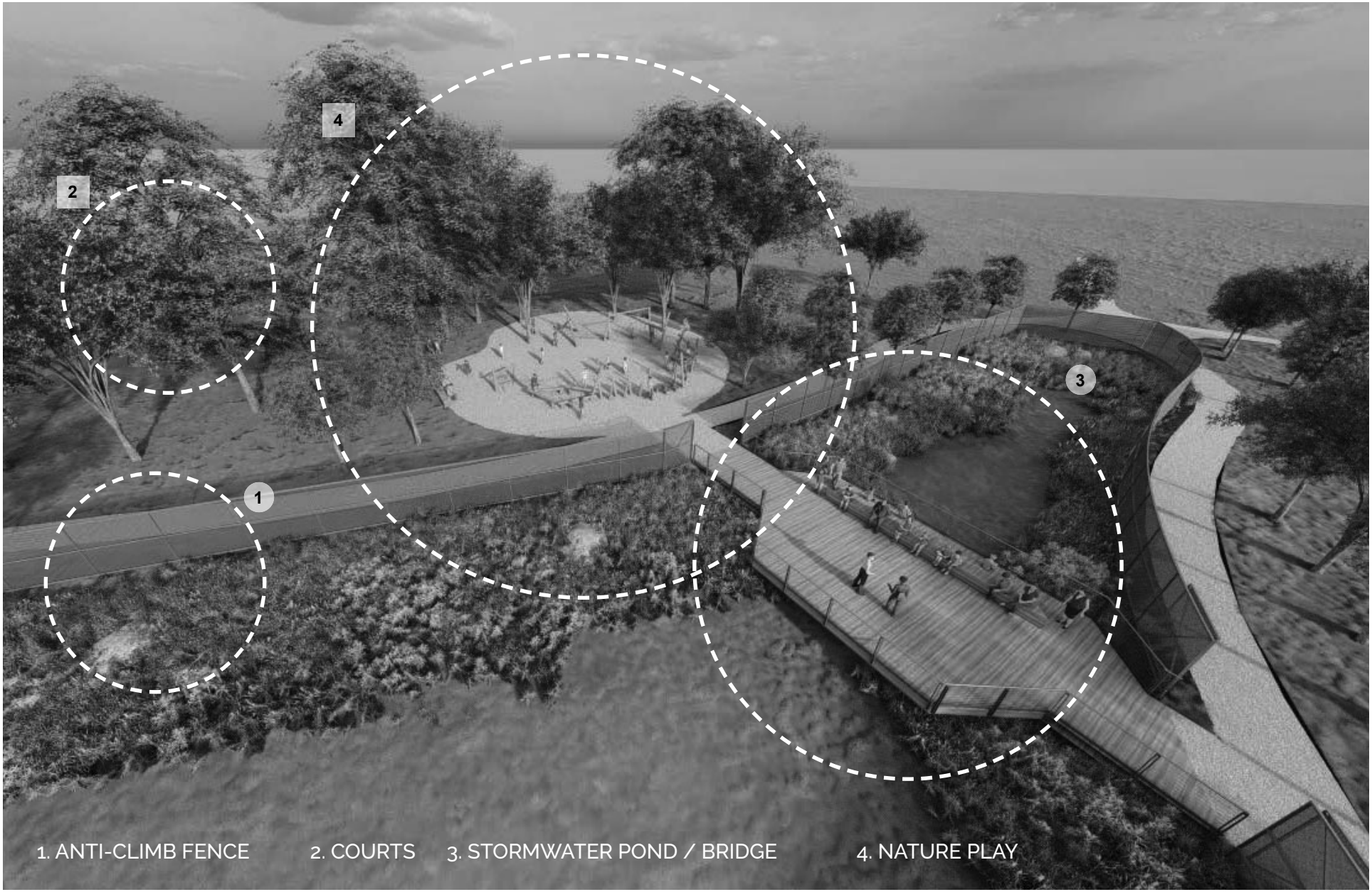
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RENDERING EAST TO WEST



RENDERING STORMWATER POND AND NATURE PLAY AREA

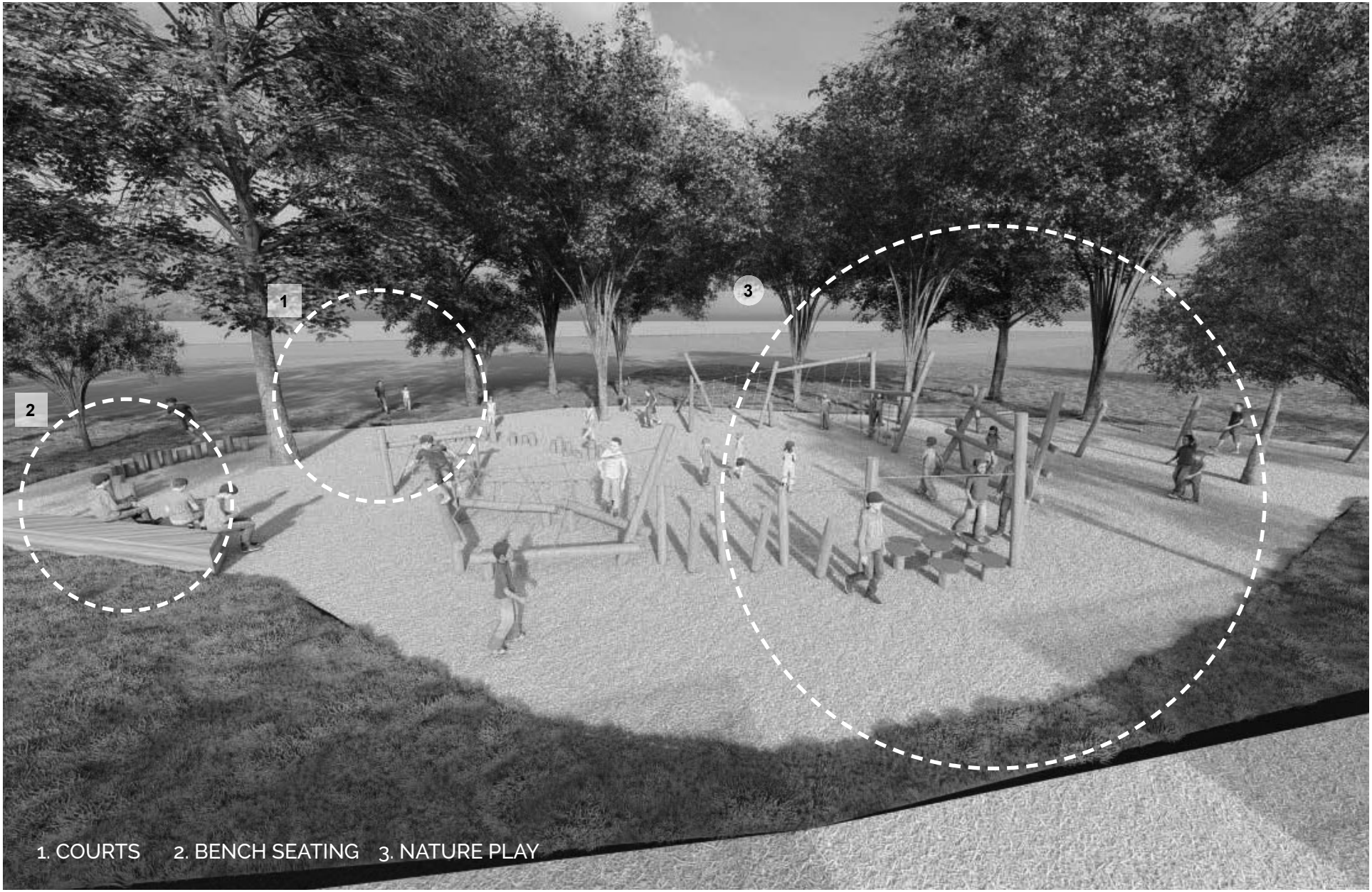


ANWATIN MIDDLE SCHOOL POND 04/29/2021

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2022-0027

RENDERING NATURE PLAY AREA

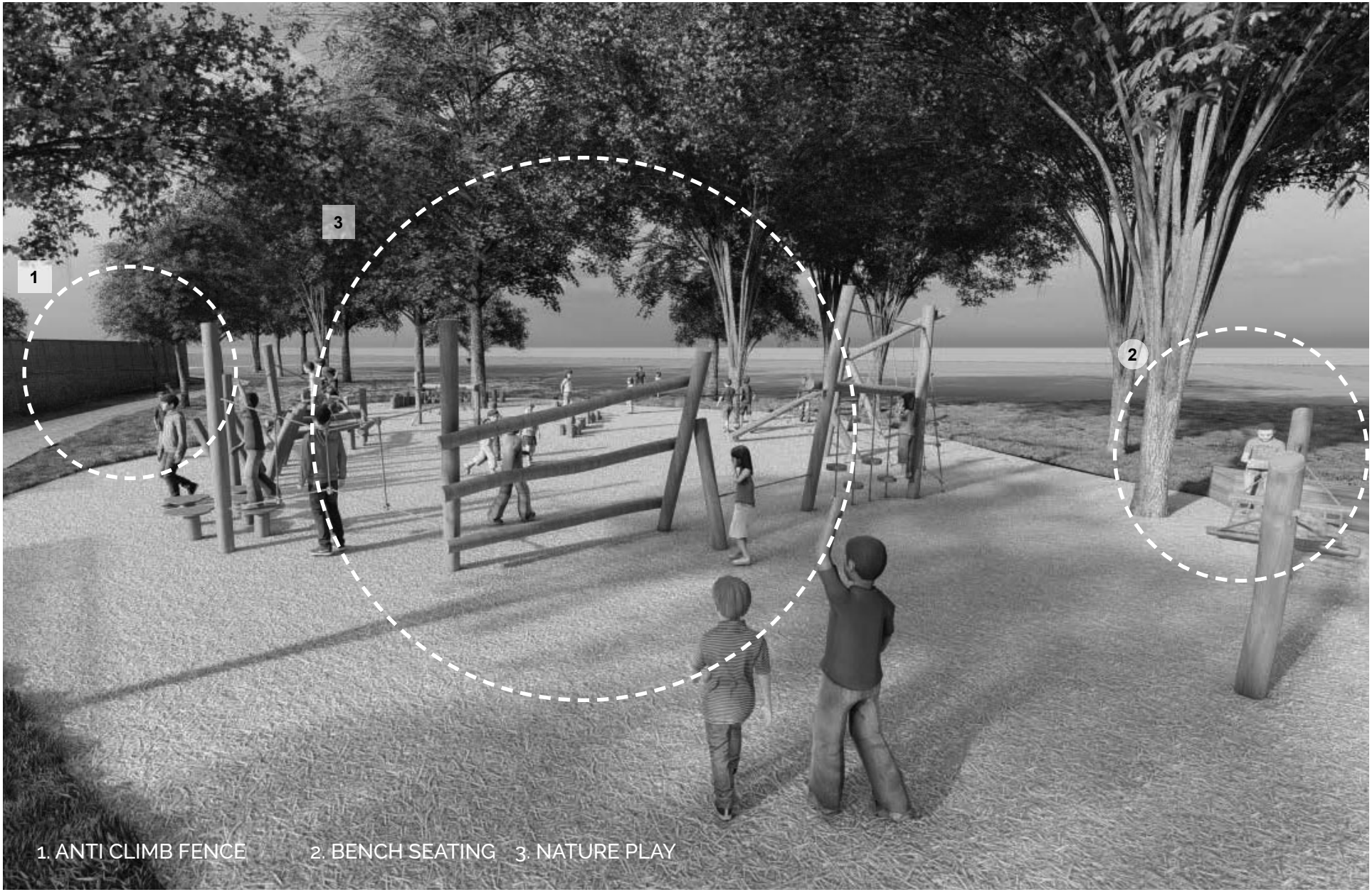


ANWATIN MIDDLE SCHOOL POND 04/29/2021

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RENDERING NATURE PLAY AREA



ANWATIN MIDDLE SCHOOL POND 04/29/2021

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RENDERING NATURE PLAY AREA



ANWATIN MIDDLE SCHOOL POND 04/29/2021

Lupe Development Partners

DF/ DAMON FARBER

2022-0027

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

April 12, 2022

RESOLUTION OF SUPPORT FOR THE 2022-2023 MINNESOTA GREENCORPS MEMBER HOST SITE APPLICATION

WHEREAS, Minneapolis Public Schools has applied to host an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA), for the 2022-2023 program year; and

WHEREAS, if the MPCA selects Minneapolis Public Schools, the organization is committed to implementing the proposed project as described in the host site application, and in accordance with pre-scoped position description; and

WHEREAS, the MPCA requires that Minneapolis Public Schools enter into a host site agreement with the MPCA that identifies the terms, conditions, roles and responsibilities;

BE IT RESOLVED THAT Minneapolis Public Schools hereby agrees to enter into and sign a host site agreement with the MPCA to carry out the member activities specified therein and to comply with all of the terms, conditions, and matching provisions of the host site agreement and authorizes and directs the Director of Culinary & Wellness Services to sign the grant agreement on its behalf.

_____ _____

Kim Ellison
Board of Education Chair

Date

_____ _____

Nelson Inz
Board of Education, Clerk

Date

2022-0026

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Minnesota GreenCorps host site application

Program Year 2022-2023

Doc Type: Application

Instructions: The Minnesota GreenCorps (MN GreenCorps) program is an AmeriCorps program coordinated by the Minnesota Pollution Control Agency (MPCA). **Please complete the application, answer all questions, and send via email to mngreencorps.pca@state.mn.us.** For more information, refer to the *Minnesota GreenCorps host site application guide*. Applications must be submitted electronically by **5:00 p.m. Central Time on Tuesday, March 22, 2022.**

Important notes:

- MN GreenCorps host sites must have at least one full-time paid employee. The minimum supervision requirement is an average of at least 4 hours per week for the duration of the program year.
- MN GreenCorps host sites must contribute $300 to member professional development (training, conference registration, networking events, or other opportunities). This contribution is required as in-kind match.
- Member activities may not include assisting organizations with meeting requirements, coming into compliance, or avoiding fines from local, state, or federal laws or regulations.
- Per AmeriCorps regulations, host sites cannot provide financial contributions to the member; supplementing the member stipend or other costs of living (e.g., paying housing) is prohibited.
- Operation of the 2022-2023 program year is contingent on funding. Confirmation of funds may not be available before the application deadline.

I. Applicant and project information

Name of legal applicant organization: Minneapolis Public Schools Culinary & Wellness Services

Mailing address: 812 Plymouth Avenue North

City: Minneapolis State: MN Zip code: 55411

Applicant contact: Jenny Bordon Title: Active Living Coordinator

Phone: 612-668-2827 Email: Jennifer.Bordon@mpls.k12.mn.us

Website address: cws.mpls.k12.mn.us

What type of host site is your organization (check one): ☐ **New** ☒ **Current or past host site**

Please indicate your organization type:

- ☐ Government agency (local, regional, state, tribal, or federal)
  (Examples include cities, counties, tribal governments, park districts, regional planning organizations, watershed districts, etc.)
- ☒ School district
- ☐ 501(c) (3) non-profit organization (**Note:** you must submit proof of 501(c) (3) status with your application)
- ☐ Not-for-profit institutions of higher education

Please indicate the member position type for which you are applying (must only select one). Details of the member position descriptions can be found in the *Minnesota GreenCorps host site application guide*.

- ☒ Air Pollutant Reduction
- ☐ Community Readiness and Outreach
- ☐ Green Infrastructure Improvements
- ☐ Waste Reduction, Recycling, and Organics Management

II. Narrative questions

Before responding to the following questions in the text box provided, review the pre-scoped position description and member prohibited activities (under section II of the *Minnesota GreenCorps host site application guide*).

Examples of prohibited member activities include attempting to influence legislation, advocating for or against proposed legislation, providing a direct benefit to a for-profit business, writing a grant application to any federal agency, or performing clerical work or research unless such activities are incidental to the member's direct service activities. AmeriCorps members cannot displace or replace previously employed, striking, or laid-off workers (see the *Non-displacement policy* of the *Host site application guide*).

Project scope and outcomes

1. In one to two sentences, please summarize the overall goal(s) of the proposed member project:

   The goal of this project is to reduce vehicle emissions over the longterm through Safe Routes to School efforts in Minneapolis Public Schools by creating sustainability in the MPS universal bike education program, supporting and promoting no or lower emission transportation, and engaging school communities around infrastructure changes that support walking, biking, and rolling. An additional goal is to help create the next generation of environmental leaders by mentoring them with a strong team who have been leading the way in school sustainability work.

2. Indicate performance measures that the project aligns with by checking the corresponding box. The service project may address any of the performance measures in any of the categories. **Projects must align with at least one performance measure outlined below**; alignment with two or more measures is encouraged.

Air

☒ *Improve air quality:* Members will implement measures and education aimed at reducing air pollutants by reducing vehicle miles traveled, supporting vehicle electrification, and/or promoting green transportation.

☐ *Retrofit public structures:* Members will apply energy conservation measures to improve the performance of public buildings/structures. Retrofitted structures will result in reduced energy consumption and/or reduced energy costs.

Land and water

☐ *Reduce nutrient pollution:* Members will implement nutrient reduction efforts, resulting in pounds of phosphorus removed, pounds per year of total suspended solids (TSS) removed, and/or chloride reduction.

☐ *Improve public lands:* Members will implement best management practices to treat and improve acres of public lands through activities, such as removing invasive species, planting native trees, seeding prairie, etc.

Waste reduction

☐ *Reduce food waste through organics recycling:* Members will implement residential or institutional waste prevention or organics recycling, resulting in pounds of organics prevented or diverted from the waste stream.

☐ *Divert waste:* Members will integrate sustainable waste management practices into daily operations at host site and community facilities to recycle, compost, prevent, or otherwise divert material from the waste stream.

Outreach and education

☐ *Educate or train individuals in environmental stewardship:* Members will educate and/or train individuals on environmental stewardship to improve land, air, and water quality.

☐ *Motivate individuals to change behavior:* Members will provide education and training that will result in individuals changing behavior or making a promise or pledge to change behavior to lessen environmental impact.

☐ *Mobilize and/or engage volunteers in community service projects:* Members will recruit, train, and/or engage community members in local service projects.

Other

☒ This project engages areas of environmental justice concern, per the *EJ Story map* found on the MPCA's website http://mpca.maps.arcgis.com/apps/MapSeries/index.html?appid=f5bf57c8dac24404b7f8ef1717f57d00.

☐ This projects addresses chloride reduction (i.e., road salt and water softeners)

Work plan

Complete the table below outlining a work plan for the proposed member position. Members serve a total of 1,700 hours from September 2022 to August 2023, host site service activities total ~1,400 hours, and the remaining ~300 hours are allocated for professional development. See the *Minnesota GreenCorps host site application guide* to reference the pre-scoped member position description and review the types of allowable activities. See sample work plans on the MN GreenCorps website at http://www.pca.state.mn.us/mngreencorps.

Member activities	Activity details/results
INCREASE BIKING & WALKING: Encourage reduction of vehicle miles traveled through safe routes to school in two MPS school-level efforts - universal bike education and walking buses. The MPS bike education program is working towards a goal of every four and fifth grader learning to ride a bicycle and biking safely on the streets and trails of their community while at school. Walking buses are a group of students walking together to school with one or more adult and often replace car transportation to school.	Member will be trained in teaching bike safety to students and then will assist with the implementation of bike safety education (Walk! Bike! Fun!) schools across MPS. Member will also recruit and train 25-75 volunteers to assist with the program. Member will also train 15-30 volunteers to implement walking buses in schools across MPS. This project will result in increased sustainability and safety for bike education in Minneapolis Public Schools. Member will document how many schools (estimate 20+) and how many students (estimate 1,000+) are impacted. Measures will also include how many bicycle and walking miles students traveled, estimation of reduction of greenhouse gas emissions, and number of volunteers trained.
SAFE ROUTES TO SCHOOL PLANNING: Encourage reduction of vehicle miles traveled through through the facilitation of safety and infrastructure improvements around MPS schools though Safe Routes to School planning.	Member will assist with Safe Routes to School planning, a key step in bringing about infrastructure improvements that increase walking, biking, and rolling by making it safer and more comfortable. The member will assist MPS CWS staff with stakeholder engagement and coordinate the Student Travel Tally or other evaluation at 3+ schools in areas of increased concern for environmental justice.
EMISSIONS REDUCTION CAMPAIGN: Promote educational campaign aimed at students, staff, families, and community to encourage carpooling, transit, biking, walking, and rolling.	Member will create an interactive campaign in conjunction with fall, winter, and spring walk, bike, and roll to school days that brings an air pollution-reduction focus to these events. Member will create website, social media and print materials for various audiences (older students, younger students, caregivers). Member will share materials created and estimated reach of campaign. Walk, Bike, Roll events can reach 40+ schools and 10,000+ participants. The most engaging MPS CWS Facebook posts have reached 50,000.
EVALUATION: Collect responses from students, volunteers, and others participating in bike education, walking buses, trainings, and events around the impact of the activity and commitments to choosing emission-free or lower emission transportation.	Member will develop and implement various assessment tools for different audiences and document participant knowledge change and/or behavior change and/or impact of work plan activites.
TRUE FOOD NO WASTE (marginal function): Assist CWS staff with waste reduction, recycling and organics management efforts at MPS schools.	The member will assist in sustainability activities outlined in the MPS CWS True Food No Waste action plan to reduce food waste in MPS cafeterias, including the implementation of bulk milk at six pilot schools. The member will help document the “before and after" around packaging and food waste with this bulk milk pilot and and make recommendations to MPS CWS for implementing bulk milk as part of the standard school kitchen upgrade process.

Community need/involvement

1. Describe how the proposed project will serve under-represented, economically disadvantaged, or rural populations. The MN GreenCorps program prioritizes host site projects that support communities with higher concentrations of low-income residents and people of color, including tribal communities. The MPCA’s criteria and interactive mapping tool are on the MPCA’s website.

MPS is a diverse, urban school district with about 31,000 students (63% of whom are students of color and 56% of whom are eligible for free or reduced price meals based on family income) and about 6,000 staff members. MPS Culinary & Wellness Services has a history of prioritizing student communities that have higher concentrations of low income students and students of color in our wellness and sustainability efforts. Because of this intentionality, the overwhelming majority (80%) of the schools the GreenCorps member will support in the bike safety education program are in the areas of increased concern for environmental justice including these schools: Jenny Lind, Loring, Lucy Laney, Cityview, Hmong International Academy, Nellie Stone Johnson, Hall, Bethune, Sheridan, Webster, Emerson, Whittier, Seward, Anishinabe, Sullivan, Bancroft, Lyndale, Green Central, and Windom. The project grows out the learnings and expressed needs of these schools.

The MN GreenCorps member will also help engage school communities as part of Safe Routes to School planning. These additional resources will also be targeted to schools within areas of increased concern for environmental justice and help ensure that the needs and desires of families of color and low income families are reflected in the final plan.

2. How will the proposed MN GreenCorps member position engage community members and/or mobilize volunteers?

   Everyone plays a role in the success of our students and the MN GreenCorps member will have the opportunity to work closely with district and school staff, students, parents and caregivers, community members and partner organizations to help achieve our school district's mission.

   One main role of this MN GreenCorps member will be to mobilize volunteers to help advance Safe Routes to School efforts in Minneapolis Public Schools.The member will recruit and train volunteers from the community to support schools implementing bike safety education (Walk!Bike!Fun!) at school. The member will also train volunteers (parents, caregivers, community members) to lead walking buses to school. The member will use these trainings to also educate participants on CWS waste reduction efforts in the lunchroom and how participants could help.

   Safe Routes to School leaders in Minnesota and beyond, CWS will be able to train the GreenCorps member in the walking and biking efforts and additional training will be available through our partners. The MN GreenCorps member will have the CWS networks and resources to use to recruit volunteers. They will also have the words of the kids themselves about the programs to use in engagement and mobilization. (example: "I'm happy because we're not polluting the world like in other field trips where you take a bus and go somewhere. I really love that you gave us this chance. Today will probably be one of my favorite days of this year.")

   In addition, walking buses and the bike education program are also quite public and engage the community who see the students regularly walking or biking by. Again in the words of students: "When we bike, we build more connections with the neighbors around the school. One time we were riding and a lady with a dog said 'you're doing so great, you always ride safe and stop at the stop signs.' The neighborhood now knows us better and knows we are good kids."

   In these programs volunteers and students alike will learn how choosing active transportation impacts the environment. They will also learn how to improve walking and biking skills and how to walk and bike safely in the community so they can choose active transportation.

   Another way the member will engage the community is around a campaign in conjunction with fall, winter, and spring walk, bike, and roll to school days that educates the public on the air pollution-reduction impacts of choosing active transportation or carpooling. Typically, about 40 schools representing 10,000 walker, bikers and rollers participate and can be engaged by posters or other materials or activities. In addition, MPS Culinary & Wellness Services has about 1,000 followers on Instagram and Twitter and 3,000 followers on Facebook. Average social media posts have a reach of about 1,000 people and the most engaging ones can reach over 50,000 people.

3. If the member project requires support from other partners, either internally or externally, please list these partners below, and describe how the partnership will work. *As applicable, to demonstrate a commitment by these partner, provide letters of support as attachments when submitting this application.*

   Partnerships are central to our work in Minneapolis Public Schools Culinary & Wellness Services (MPS CWS) and we regularly work with staff, students, families, and community to achieve our mission. In MPS, Safe Routes to School work happens at a district and a school level. At a district level we have a SRTS work group that meets monthly to share, guide, sustain, and grow the work. This group is convened by us (MPS CWS) and is made up of representatives of relevant MPS departments and external partners such as the Minneapolis Park and Recreation Board, Hennepin County Transportation Planning and the City of Minneapolis–traffic, transportation planning, and health. The MN Greencorps member will become a member of this group, which has met monthly for more than a decade to advance Safe Routes to School in Minneapolis Public Schools. The work group will help guide the work of the member's project and can also help the member brainstorm, dream, or problem solve as the need arises.

   The GreenCorps member will also work closely with 20+ schools around implementing bicycle safety education. This MN GreenCorps project is what these schools have told us they need to sustain their bicycle education program–the proposal grows from listening to them. MPS CWS has strong and trusted relationships with schools across MPS, as the letter of support from Pedal Power affrims.

   MnDOT SRTS provides walking, biking, and rolling resources and support to schools across Minnesota through the Minnesota SRTS Resource Center (see: https://www.dot.state.mn.us/mnsaferoutes/). They also provide opportunities to apply for additional support for implementation through the Boost grant and planning through the SRTS planning assistance grant. Next school year, MPS will receive both these types of support which will also help the MN Greencorps member in their project. MnDOT Safe Routes to School has also provided a letter of support.

Organizational capacity and commitment

Please respond to the following questions about your organization:

1. In one paragraph, describe your organization's mission. Include a description of the community your organization serves, qualifications of your staff, the number of paid staff, and experience (if any) with hosting AmeriCorps members:

   Minneapolis Public Schools (MPS) exists to ensure that all students learn. We support student growth into knowledgeable, skilled and confident citizens capable of succeeding in their work, personal, family and community lives in the 21st century. MPS Culinary & Wellness Services supports our district's mission by nurturing all students through access to quality food and active living. We serve 31,000 students in our district, 56% of whom are eligible for free or reduced price meals and 63% of whom are students of color. We serve about 40,000 meals each and every day - including breakfast, lunch, snacks, and dinner. In addition to food meal service, our department's Wellness Team is responsible for 1) sourcing local, sustainably grown produce for school meals, 2) providing food and nutrition education, 3) providing active living programming through Safe Routes to School 4) promoting district wellness, and 5) coordinating and promoting the district's True Food No Waste campaign. The Culinary Center has nearly 60 full-time employees with professional knowledge and experience in food service, food procurement, nutrition, student wellness, and active living. Our Safe Routes to School program is a leader in Minnesota and many resources we have developed have been shared statewide and beyond. We have successfully hosted one GreenCorps member in each of these program years: 2020-2021, 2019-2020, 2018-2019 and 2015-2016

2. Applicants must identify one host site supervisor who is **an FTE employee of the host site.**. A host site supervisor must provide a **minimum of four (4) hours each week** in direct support and supervision of the member.

   Supervisor name: Jenny Bordon Title: Active Living Coordinator

   Email: Jennifer.Bordon@mpls.k12.mn.us Telephone: 612-668-2827

3. **Travel:** If traveling is required for the member service activities, the host site must provide transportation for the member (access to fleet vehicles, mileage reimbursement, bus fare reimbursement, etc.). Please keep in mind that some members may not have access to a personal vehicle, and some members may not be eligible to drive. If you indicate that driving is required, you may limit the number of members eligible for your site.

   A. Is the member required to drive to access or complete service activities?

   ☒ Yes ☐ No

   B. Is the member required to have access to a personal vehicle for service-related activities?

   ☒ Yes ☐ No

   C. How will the host site provide transportation for service-related activities? (check all that apply)

   ☒ The host site will reimburse mileage for the member's use of a personal vehicle.

   ☐ The host site will provide a transit pass or reimburse the cost of public transportation.

   ☐ The host site will provide access to an organizational vehicle.

   Please note: *If the members are using vehicles belonging to the Host Site organization to conduct business on behalf of the Minnesota GreenCorps Program, then the Host Sites' vehicle insurance is primary.*

   D. Is your organization able to provide transit discounts for a MN GreenCorps member, if applicable? *(not required)*

   ☐ Yes ☒ No

Current or past host sites only

Review Section VII of the *Host site application guide* with considerations for current or past host site applicants.

1. Identify the program year(s) your host site previously participated, focus area(s), and the number of members hosted:

   MPS Culinary & Wellness Services hosted one MN GreenCorps member in the Waste Reduction, Recycling, and Organics Management focus area in three program years from 2018-2021. We also hosted one GreenCorps member in 2015-2016 in the Living Green focus area cohort.

2. Describe how this proposed member position is unique from past member positions at your organization:

   This is the first time our organization has requested a MN GreenCorp member in the Air Pollutant Reduction Area which makes it a unique proposal. Our past MN GreenCorps members reported both success and enjoyment with Safe Routes to School efforts, which had been marginal efforts in past projects. That success coupled with expressed needs from school communities led directly to this proposal, which is a new project.

   One additional note, while we indicated on the application that the member is required to drive, we are open to accepting a member who uses a bicycle as transportation. Indeed, someone who has chosen a bicycle as their main form of transportation

may be especially attracted to a position like this one. The member should understand, though, that they will be traveling to schools or even multiple schools during the work day and then sometimes biking while at the school, so they will accumulate a lot of bicycle miles.

III. Supporting documentation

If a Board governs your organization, please provide a *Board resolution* in support of this application (see example in the *Minnesota GreenCorps host site application guide*). If the Board resolution cannot be provided by the application deadline, provide an explanation below and the date when it will be submitted. 501(c) (3) non-profit organizations must submit proof of 501(c) (3) status with the submittal of application. Relevant letters of support from partner organizations or internal departments are encouraged and accepted at the time of application and throughout the selection process.

The MPS school board meets monthly. We expect that the board resolution of support for this application will be on the April 12 school board meeting agenda. There is also a board meeting scheduled for May 10, if any issues arise for the April 12 meeting.

	Yes	No	N/A	Comments
Authorizing Board resolution	☐	☒	☐	See above --board meeting on April 12 and May 10
Proof of 501(c) (3) status	☐	☐	☒	We are a school district
Letters of support	☒	☐	☐	Letters of support from Pedal Power and MnDOT SRTS

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

April 12, 2022

Resolution Renaming Jefferson as Ella Baker

WHEREAS, a majority of the school community believes that a school name should be inspirational and welcoming to all students; and

WHEREAS, the majority of students, staff parents and community support renaming Jefferson School; and

WHEREAS, the School Board's advisory committee on school names also recommended that Jefferson School be renamed; and

WHEREAS, in accordance with policy and regulation and through a process of nomination, student and community input and survey, and ultimately school site-council approval, a recommendation to rename Jefferson as Ella Baker was submitted to the Superintendent of Schools; and

WHEREAS, the Superintendent of Schools has reviewed the proposed school building name change recommendation and accompanying documentation; and

WHEREAS, the Superintendent of Schools has forwarded the recommendation for action to the Board of Directors, renaming Jefferson as Ella Baker.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) hereby renames Jefferson, 1200 West 26th St, Minneapolis Minnesota, 55405, as Ella Baker, effective July 1, 2022; and

FURTHER, BE IT RESOLVED, that the Board of Directors hereby authorizes the Superintendent of Schools to implement all necessary actions to effectuate this name change including applying applicable programmatic naming conventions in accordance with policy or regulation.

Signed by:

_____ _____

Kim Ellison
Board of Education Chair

Date

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

April 12, 2022

_____ _____

Nelson Inz Date
Board of Education Clerk

MPS School Name Change Request Form

Contact Information

Current School Name:

Jefferson Elementary

School Principal or Administrator Name:

Holly Kleppe

School Address:

1200 W. 26th Street

Documentation of Rationale and Evidence of Support for Change

Describe how appropriate input was provided from the parents, students, staff, and community (including alumni, neighborhood groups, and local governments) of the school.

The school site council brought forth the possibility of a name change in the fall of 2020. From that point, the site council and Youth Participatory Evaluation (YPE) communicated and the YPE team took on the project as a student evaluation team.

The YPE team began the work by brainstorming the values they wanted our new school name to represent. The YPE team thought about our vision, “We are global learners, that nurture curiosity, and advocate for equity.” They also created their own world cloud of characteristics they hoped our school name would embody. Social studies classes in grades 4-8 completed a mini unit titled “What’s in a Name?” They explored why we name things, what names signify, and how buildings, etc have been named and re-named historically. At the end of the unit, students could make a recommendation for a name, and provide

rationale for why that name fit the criteria outlined by YPE. YPE members presented virtually to the MPS School Board in April of 2021 on their process. YPE members then created and used a rubric that ensured as much objectivity as possible, and two YPE members rated each name. The ratings were then synthesized and narrowed down to three names, Ella Baker, L Howard Bennet, and Bde Maka Ska. In the fall of 2021, students, caretakers, and staff voted on the names. YPE chose to use rank-order voting as the methodology. District staff supporting YPE analyzed the data for YPE.

Describe how appropriate input was provided by District Facilities department.

At this time, there was no direct communication with the District Facilities department. We are excited to engage in this conversation as needed for the physical rebranding of the school.

Describe plans for funding any expenses related to change, including signage, materials, uniforms, and other branded items.

Jefferson was determined as one of the schools the school board was looking into to make a name change. Our understanding was that monies will be allocated per school board for costs related to name change. We are also looking at doing fundraising as needed.

Date of site council meeting when at least two-thirds of members passed a name change recommendation.

11/09/2021

Legal and Process Assurances for Proposed New Name Options

The following have been affirmed by the administrator:

- **Do not possess a potential for controversy, such as names of political parties, or campaigns.**

- **Do not include a name of a living person.**
- **Are appropriate to the purpose of the program or facility.**
- **Do not include numbers.**
- **Do not include slogans.**
- **Unless specifically authorized, do not indicate a specialized focus or whether the program has a magnet school status.**
- **Have been vetted by the General Counsel for legal concerns.**
- **If recommendation is the name of a person or trademarked name, permission for use has been granted by family members, authorized representatives, or estates.**

Please explain any assurance above that was not marked, including if it was not applicable.

We consulted with general counsel, Amy Moore, before announcing our three finalist names to gain insight into potential barriers. We had originally sent the final eight names. We received positive feedback but nothing related to approval from Ella Baker's family or foundations

Proposed New Name Options

Proposed Name Option 1:

Ella Baker

Supplemental Documentation

Appendix 1 was submitted

Final Acknowledgement and Review Next Steps

The following have been affirmed by the administrator:

Next Steps

Upon receipt of the completed request form, the Superintendent will review the proposed school name recommendation(s).

The Superintendent may:

- Ask the name change requestor to provide additional information; or
- Recommend up to three options to the School Board for action; or
- Disapprove of the recommended names and provide the reasons for disapproval.

If the proposed names are disapproved by the Superintendent, a resubmission can be done if the reasons for disapproval have been resolved or addressed.

If the School Board approves of a name change, the Superintendent will direct district departments to make the appropriate changes in publications, records, designations, and codes used to identify the school.

Expected Timeline

The process for Superintendent review, determination, and School Board action may take up to six months once a name change request is received.

If approved:

- A temporary banner with new name installed by Plant Maintenance (within 2 weeks of request)
- Finance completes formal name change submission to MDE
- Internal systems are updated to reflect name change
- Facilities initiates project to update monument and exterior building signage (3-12 months)
- Communications updates web pages
- School updates social media, internal uses
- School recognition event planned

- I have reviewed Policy 7960 and Regulations 7960A and 7960C and affirm that all procedural steps have been completed or properly waived.

Jefferson Community School

Michelle, 6th Grade
YPE Member

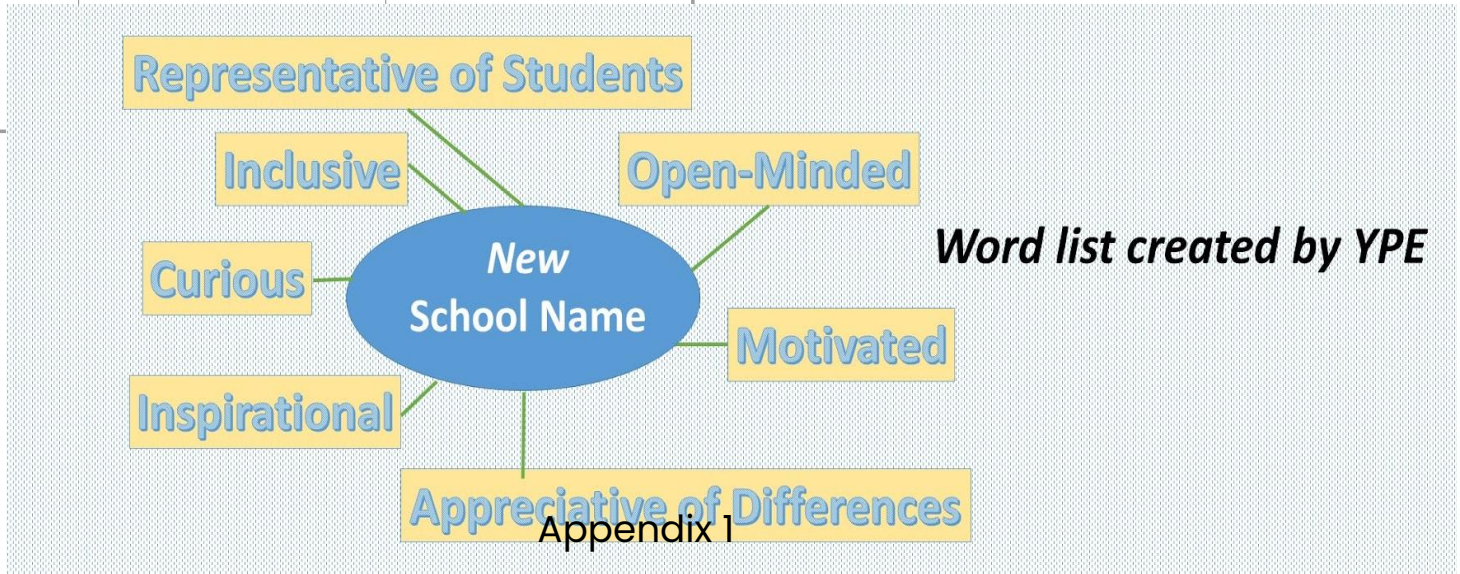


What would be a good name for our PreK-8 Global Studies & Humanities magnet school?

Appendix 1

Brainstorming

Global Studies	Nurture Curiosity	Advocate for Equity
The study of the whole **world** and the **connections** between **places** and **people**	**Nurture** = encourage, take care of **Curiosity** = desire to learn, discover	**Advocate** = fight for, make true **Equity** = fairness
What are the important parts of **Global Studies**? - - - -	How should we **Nurture Curiosity**?	How do people **Advocate for Equity**?



Nina, 8th Grade
YPE Member

Who should we ask for recommendations?

Students, Families & Teachers

[redacted]

Google Survey

Our school vision is "We are global learners who nurture curiosity and advocate for equity." Check the boxes below that are represented by your name recommendation. You can check 1, 2, or all 3 boxes.



☐ "global learners"



☐ "nurture curiosity"



☐ "advocate for equity"

Please tell us how your name recommendation represents our vision. For each box you checked, we are hoping for detailed information and examples.

If the recommendation is a person, how has that person bettered our world?

Appendix 1

Omarion, 6th Grade
YPE Member

How many recommendations did we get?

Total surveys completed - 80
Unique recommendations - 45
After taking out those names of people still living - 34



What are we working on right now?

2 YPE members will complete rubric for each unique recommendation.

Appendix 1

Muniratu, 8th Grade
YPE Member

Narrowing Down Recommendatio

		3 = Above & Beyond	2 = Meets Criteria	1 = Needs
A	**Name represents aspects of our YPE word cloud (7 total):** - **Representative of students** - **Inclusive** - **Inspirational** - **Curious** - **Motivated** - **Open-minded** - **Appreciative of differences**	Name represents all 7 of our YPE word cloud.	Name represents 4 or more of our YPE word cloud.	Name rep our YPE w
B	**Name represents parts of our vision:** - **Global learners** - **Nurture curiosity** - **Advocate for equity**	Name represents all 3 parts of our vision.	Name represents at least two parts of our vision.	Name represents 0-1 parts of our vision.
C	**Reason for name recommendation includes reasons/facts to back up why it fits our word cloud and school vision.**	Recommendation includes 2 or more reasons/facts on why it would be a good name.	Recommendation includes at least one reason/fact on why it would be a good recommendation.	Recommendation does not include any facts/reasons for why.
D	**Recommendation represents our history in MN in some way**	Recommendation represents the history of MN.	Recommendation is not directly related to MN, but has shaped people in MN in some way.	Recommendation does not relate to MN or its people in any way.
E	**Number of people that recommended this name**	Name has 3 or more recommendations.	Name has at least 2 recommendations.	Name has only 1 recommendation.
F	**Name is unique, and unlike other school or community names.** **Community names could include buildings, libraries, streets, parks, etc.**	No other school or community place is named this.	One other school or community place is named this.	Two or more other schools or community places are named this.

Appendix 1

Muniratu, 8th Grade
YPE Member

Narrowing Down Recommendations

		3 = Above & Beyond	2 = Meets Criteria	1 = Needs More
A	**Name represents aspects of our YPE word cloud (7 total):** - **Representative of students** - **Inclusive** - **Inspirational** - **Curious** - **Motivated** - **Open-minded** - **Appreciative of differences**	Name represents all 7 of our YPE word cloud.	Name represents 4 or more of our YPE word cloud.	Name represents less than 4 of our YPE word cloud.
B	**Name represents parts of our vision:** - **Global learners** - **Nurture curiosity** - **Advocate for equity**	Name represents all 3 parts of our vision.	Name represents at least two parts of our vision.	Name represents 0-1 parts of our vision.
C	**Reason for name recommendation includes reasons/facts to back up why it fits our word cloud and school vision.**	Recommendation includes 2 or more reasons/facts on why it would be a good name.	Recommendation includes at least one reason/fact on why it would be a good recommendation.	Recommendation does not include any facts/reasons for why.
D	**Recommendation represents our history in MN in some way**	Recommendation represents the history of MN.	Recommendation is not directly related to MN, but has shaped people in MN in some way.	Recommendation does not relate to MN or its people in any way.
E	**Number of people that recommended this name**	Name has 3 or more recommendations.	Name has at least 2 recommendations.	Name has only 1 recommendation.
F	**Name is unique, and unlike other school or community names.** **Community names could include buildings, libraries, streets, parks, etc.**	No other school or community place is named this.	One other school or community place is named this.	Two or more other schools or community places are named this.

Appendix 1

Muniratu, 8th Grade
YPE Member

Next Steps

Short video to introduce final 3 names, and asking our students, families, and teachers to vote.

When all votes are in, announcing our new school name.

*** *One of our YPE members, Brianna (7th grade) was not able to record last week.*

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

April 12, 2022

Resolution Renaming Sheridan as Las Estrellas

WHEREAS, a majority of the school community believes that a school name should be inspirational and welcoming to all students; and

WHEREAS, the majority of students, staff parents and community support renaming Sheridan School; and

WHEREAS, the School Board's advisory committee on school names also recommended that Sheridan School be renamed; and

WHEREAS, in accordance with policy and regulation and through a process of nomination, student and community input and survey, and ultimately school site-council approval, a recommendation to rename Sheridan as Las Estrellas was submitted to the Superintendent of Schools; and

WHEREAS, the Superintendent of Schools has reviewed the proposed school building name change recommendation and accompanying documentation; and

WHEREAS, the Superintendent of Schools has forwarded the recommendation for action to the Board of Directors, renaming Sheridan as Las Estrellas.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) hereby renames Sheridan, 1201 University Ave. NE, Minneapolis Minnesota, 55413, as Las Estrellas, effective July 1, 2022; and

FURTHER, BE IT RESOLVED, that the Board of Directors hereby authorizes the Superintendent of Schools to implement all necessary actions to effectuate this name change including applying applicable programmatic naming conventions in accordance with policy or regulation.

Signed by:

_____ _____

Kim Ellison
Board of Education Chair

Date

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

April 12, 2022

_____ _____

Nelson Inz Date
Board of Education Clerk

MPS School Name Change Request Form

Contact Information

Current School Name:

Sheridan Elementary

School Principal or Administrator Name:

Yajaira Guzman Carrero

School Address:

1201 University Ave NE 55413

Documentation of Rationale and Evidence of Support for Change

Describe how appropriate input was provided from the parents, students, staff, and community (including alumni, neighborhood groups, and local governments) of the school.

See Appendix 1 (Name Change Input Summary)

Describe how appropriate input was provided by District Facilities department.

This was not addressed at the moment.

Describe plans for funding any expenses related to change, including signage, materials, uniforms, and other branded items.

A new monument sign is $80,000. That is bond money. The covering of engraved or embossed signs on the school (or removal of lettering) can be covered by Plant Maintenance (we are trying a couple of signs out now). That is about $5K to 10K depending on location. It would include maybe $5000 for a new sign on the main entrance of the

school. But Sheridan is due for a safe and welcoming entrance that would cover that.

Date of site council meeting when at least two-thirds of members passed a name change recommendation.

1/20/2022

Legal and Process Assurances for Proposed New Name Options

The following have been affirmed by the administrator:

- **Do not possess a potential for controversy, such as names of political parties, or campaigns.**
- **Do not include a name of a living person.**
- **Are appropriate to the purpose of the program or facility.**
- **Do not include numbers.**
- **Do not include slogans.**
- **Unless specifically authorized, do not indicate a specialized focus or whether the program has a magnet school status.**
- **If recommendation is the name of a person or trademarked name, permission for use has been granted by family members, authorized representatives, or estates.**

Please explain any assurance above that was not marked, including if it was not applicable.

- **Have been vetted by the General Counsel for legal concerns.**
  I have sent communication to the General Counsel about submitting the name of "Las Estrellas" as the new school name.

Proposed New Name Options

Proposed Name Option 1:

Las Estrellas (Stars)

Proposed Name Option 1 Background and Rationale

The universe is made of stars. Historically they provide guidance to travelers. Some traditions believe we come from stars and others that we become stars. For the past several years our school logo has had a star in it. Currently our students refer to themselves as Sheridan Stars - "We don't just sparkle, we SHINE!" We reach for the stars, and encourage all members of our school community to see themselves in a supportive constellation filled with brilliance, passion, and vigor.

Sheridan students strongly identify with our current star mascot and this was reflected in the voting results, which showed overwhelming support for Las Estrellas. One of our values as a school is to “amplify and celebrate students’ voice, vision, and experiences through all content areas.” Though some of the adults on the Name Change Task Force preferred historical person names for the school, the committee has firmly endorsed Las Estrellas to respect student voice and vision.

We recognize that Las Estrellas is a unique name for a MPS school, which has traditionally named schools after people; however, this choice firmly aligns with our community engagement process and identity as a Spanish-English dual language school. The Name Change Task Force determined in its selection criteria that any new name based on a concept, word, or phrase should “inspire and reflect our students.” We believe that Las Estrellas fully meets this criteria.

Provide known information about potential opposition to any of the proposed names.

We are not aware of any opposition to Las Estrellas as our new name. 90% of Site Council's vote was to submit the number 1 option only because most students voted that name in.

Supplemental Documentation

The following items were submitted:

- Name Change Initiative Website
- Appendix 2 (Name Change Vote Flyer)
- Student Votes Summary
- Appendix 3 (Name Change Committee Meeting Notes)
- Appendix 4 (Name Change Vote Totals)

Final Acknowledgement and Review Next Steps

The following have been affirmed by the administrator:

Next Steps

Upon receipt of the completed request form, the Superintendent will review the proposed school name recommendation(s).

The Superintendent may:

- Ask the name change requestor to provide additional information; or
- Recommend up to three options to the School Board for action; or
- Disapprove of the recommended names and provide the reasons for disapproval.

If the proposed names are disapproved by the Superintendent, a resubmission can be done if the reasons for disapproval have been resolved or addressed.

If the School Board approves of a name change, the Superintendent will direct district departments to make the appropriate changes in publications, records, designations, and codes used to identify the school.

Expected Timeline

The process for Superintendent review, determination, and School Board action may take up to six months once a name change request is received.

If approved:

- A temporary banner with new name installed by Plant Maintenance (within 2 weeks of request)
- Finance completes formal name change submission to MDE
- Internal systems are updated to reflect name change
- Facilities initiates project to update monument and exterior building signage (3-12 months)
- Communications updates web pages
- School updates social media, internal uses
- School recognition event planned

- I have reviewed Policy 7960 and Regulations 7960A and 7960C and affirm that all procedural steps have been completed or properly waived.

Appendix 1

Documentation of Rationale and Evidence of Support for Change

- *Describe how appropriate input was provided from the parents, students, staff, and community (including alumni, neighborhood groups, and local governments) of the school.**

Background

In the summer of 2020, the PTO proposed that it was time to look at the history of the school name and consider a name that best reflects the school community and our vision and values. A Name Change Task Force was created and opened to community members, meeting several times throughout the fall to begin a process to engage the larger community in finding a name that truly reflects who we are as a community.

Name Change Task Force

The Name Change Initiative at Sheridan Arts Spanish Dual Immersion was led by a task force composed of school teachers (2), parents (6), administrators (2), staff (3), and community members from the Sheridan Neighborhood Organization (2). Beginning in fall 2020, the Task Force hosted open bi-weekly zoom meetings to discuss who we are, the importance of our name, the history of Philip H. Sheridan, potential impacts on the community and students, and the criteria and process for selecting a new name. Within the school, teachers and student groups worked through the meaning of the change and researching potential new names.

Through the consideration of our school name, The Sheridan Story, a nonprofit organization started at our school, decided to change its name in October 20200 to Every Meal and the Sheridan Neighborhood Organization has begun to consider a new name as well.

Who was Philip H. Sheridan?

The history of this US General is both complicated and violent. General Philip Sheridan began his military career in the Union army in the Civil War and afterwards went on to play a decisive role in the army's long campaign against the native peoples of the plains, forcing them onto reservations with the tactics of total war. He is notorious for ruthless methods including attacking the Indians' in their encampments during the winter to give him the element of surprise and take advantage of the scarce forage available for Indian mounts. He was unconcerned about the likelihood of high casualties among noncombatants, once remarking that "If a village is attacked and women and children killed, the responsibility is not with the soldiers but with the people whose crimes necessitated the attack."

The first demonstration of this strategy came in 1868, when three columns of troops under Sheridan's command converged on what is now northwestern Oklahoma to force the Kiowa, Comanche, Arapaho and Cheyenne onto their reservations. The key

engagement in this campaign was George Armstrong Custer's surprise attack on Black Kettle's encampment along the Washita River, an attack that came at dawn after a forced march through a snowstorm. **Many historians now regard this victory as a massacre, since Black Kettle was a peaceful chief whose encampment was on reservation soil, but for Sheridan the attack served its purpose, helping to persuade other bands to give up their traditional way of life and move onto the reservations.**

Why consider a name change?

We acknowledge that some of our families are more deeply affected by this horrific history, some would rather not reflect on it, as it is too painful, while others may prefer to let naming decisions of the past stand. However, if we intend to create an inclusive environment for all our members, we must consider how the US treatment of Natives continues to play out today in the dominant culture and perpetuates inequality.

Although Sheridan's violent history is not what students and staff typically think of when we refer to our beloved learning community, we believe we can use the power of a name to better live out our values. As a community member stated, "The fact that many of us did not know the history of the name is not an excuse, "ignorance is no defense". The kids (our current students) deserve better-they deserve something that elevates and celebrates their backgrounds."

For the past several years the administration at Sheridan School has committed to utilize restorative peace practices and culturally informed teaching in the classrooms and halls. In that same frame of mind we seek to extend those restorative practices to all areas of our school including the name.

Name Change Task Force Considerations & Criteria

During the fall 2020 task force meetings, the committee decided on the following criteria for selection a new school name:

- We seek a name that amplifies or embodies our vision of a caring, diverse community of creative, inclusive, critical thinkers who empower its members to be lifelong learners.
- We desire the new name to resonate with and reflect our diverse student body, which is primarily students of color.
- We acknowledge the historical and current reality of systematic erasure and oppression of Indigenous and Black communities both locally and globally. We seek to do better than this status quo.

- We acknowledge the imperfect and human nature of selecting an individual for naming; we also see the value of selecting a tangible person who exemplifies our stated vision and values.
- We acknowledge the wisdom of the future and that the name selected may not always represent or inspire the student body. We are selecting a name for the present.
- We are not opposed to a concept, word, or phrase (non-individual) if it has the ability to inspire and reflect our students.
- The name should be recognizable, pronounceable, and unique - not shared by other schools in the area.

Selection Process

The Name Change Task Force discussed and filtered through 30+ names submitted by Sheridan students, staff, and community members, eliminating anything considered political, controversial, or alienating. The top six names that the committee chose as finalists were **De Colores, Nuestro Cielo, Las Estrellas, Dolores Huerta, Roberto Clemente, and Sylvia Mendez.**

In spring 2021, the MPS name change policy was updated on its website and now forbids schools to be named after living people. This unexpected policy change, which was not voted on by the school board, does not align with the Name Change Task Force process at Sheridan, which included names of two individuals who are still living: Sylvia Mendez and Dolores Huerta. The committee decided to move forward with its thoughtful and community engaged process in hopes that MPS would honor the final selection as a reflection of their commitment to equity of voice.

From August 15 - December 31, 2021, teachers, family members, students, staff, and community members were invited to vote on the six final options chosen by the task force. A description of each option was provided on the Sheridan website.

In fall 2021, students in grades 1-5 learned about the name options in their 21st century media class, including the historical significance of Dolores Huerta, Sylvia Mendez, and Roberto Clemente, voted.

There were two methods that votes were captured.

The survey monkey votes included staff, families, community members and students from 4th and 5th grade. As of Jan. 18 2022, 196 responses were captured.

The survey monkey received **196 total responses** as of Jan. 2022

- Student: 45.41% (89 votes)
- Family member: 34.18% (67 votes)
- School staff: 12.76% (25 votes)

Appendix 1

- Community member: 11.73% (23votes)
- Other: 3.7% (7 votes)

Using ranked choice voting scores, these are the results of the survey (as of Nov. 16):

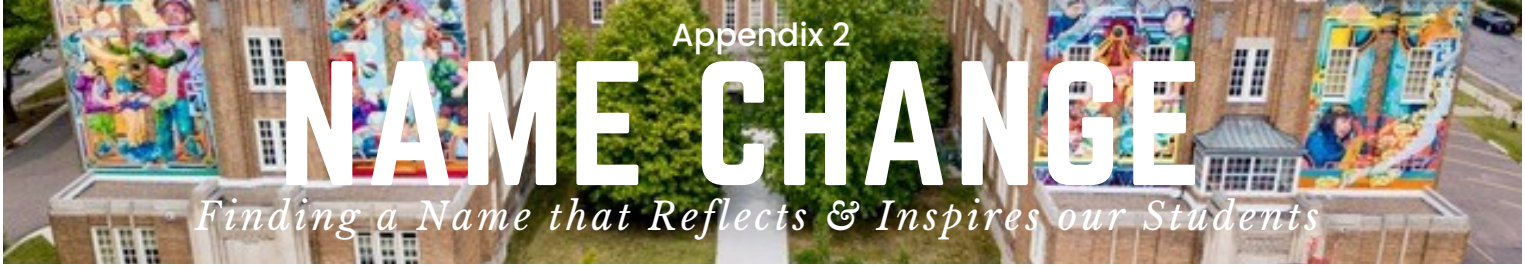
1. Las Estrellas | Score: 3.93 | 40 votes in no. 1 spot
2. De Colores | Score: 3.81 | 39
3. Dolores Huerta | Score: 3.79 | 27
4. Sylvia Mendez | Score: 3.44| 36
5. Nuestro Cielo | Score: 3.14 | 27
6. Roberto Clemente | Score 2.89| 11

The student ranked votes grades 1-3 via Seesaw and excel spreadsheet
95 students.

1. Las Estrellas | 32 votes in no. 1 spot
2. Dolores Huerta | 18
3. Roberto Clemente | 16
4. Sylvia Mendez | 12
5. De Colores | 12
6. Nuestro Cielo | 5

The no 2 spot scores ranged from 12-19. Dolores with 19, La Estrellas 13.
Full vote data spreadsheet here: Student Votes 1-3

In January 2022, the Name Change Task Force met again to discuss the final results. Given the overwhelming support for Las Estrellas, the committee decided to recommend the top choice only to the superintendent and school board.



Appendix 2

NAME CHANGE

Finding a Name that Reflects & Inspires our Students

GET READY TO VOTE!

Since last fall, the Naming Task Force (teachers, parents, administrators, staff, and community members) have been discussing who we are, the importance of our name, the history of Philip H. Sheridan, and the criteria and process for selecting a new name within the current MPS policy. We gathered many name suggestions from our community. After careful research, consideration and a significant level of thoughtful discussion we have identified 6 potential names that we want YOUR feedback on. The top names will be presented to the Superintendent for a board vote. Please visit the Name Change link on the school website for more information on our process and a video on the options below.



DE COLORES (OF COLORS)

DE COLORES IS A TRADITIONAL SPANISH LANGUAGE FOLK SONG THAT IS WELL KNOWN THROUGHOUT THE SPANISH-SPEAKING WORLD. IT IS USED AS THE UNOFFICIAL ANTHEM OF THE UNITED FARM WORKERS UNION AS ONE OF THE MOST COMMONLY HEARD SONGS SUNG DURING RALLIES. THE LYRICS DEPICT AN EXPRESSION OF JOY AND A CELEBRATION OF ALL CREATION WITH ITS MANY BRIGHT COLORS.



NUESTRO CIELO (OUR SKY /HEAVEN)

WE ARE ALL UNDER ONE SKY. THERE ARE NO BORDERS IN THE SKY. THE SKY IS ENDLESS; OUR STUDENTS' POTENTIAL IS LIMITLESS. WE ENCOURAGE THEM TO DREAM AND TO THINK AS BIG AS THE SKY. THE SKY BRINGS ALL KINDS OF WEATHER AND EVERY SEASON IS IMPORTANT, JUST LIKE OUR STUDENTS BRING ALL KINDS OF EXPERIENCES AND EVERYONE IS VALUED.



LAS ESTRELLAS (STARS)

THE UNIVERSE IS MADE OF STARS. HISTORICALLY THEY PROVIDE GUIDANCE TO TRAVELERS. SOME TRADITIONS BELIEVE WE COME FROM STARS AND OTHERS THAT WE BECOME STARS. FOR THE PAST SEVERAL YEARS OUR SCHOOL LOGO HAS HAD A STAR IN IT. CURRENTLY OUR STUDENTS REFER TO THEMSELVES AS SHERIDAN STARS. "WE DON'T JUST SPARKLE WE SHINE!" TOGETHER WE REACH FOR THE STARS.



DOLORES HUERTA

LABOR RIGHTS ACTIVIST, COMMUNITY ORGANIZER, AND INSPIRATIONAL LEADER

“WE MUST USE OUR LIVES TO MAKE THE WORLD A BETTER PLACE TO LIVE, NOT JUST TO ACQUIRE THINGS. THAT IS WHAT WE ARE PUT ON THE EARTH FOR.”

SEE BIO ON PAGE 2



ROBERTE CLEMENTE

LEGENDARY ATHLETE, EXTRAORDINARY HUMANITARIAN

"IF YOU HAVE A CHANCE TO ACCOMPLISH SOMETHING THAT WILL MAKE THINGS BETTER FOR PEOPLE COMING BEHIND YOU, AND YOU DON’T DO THAT, YOU ARE WASTING YOUR TIME ON THIS EARTH."

SEE BIO ON PAGE 2

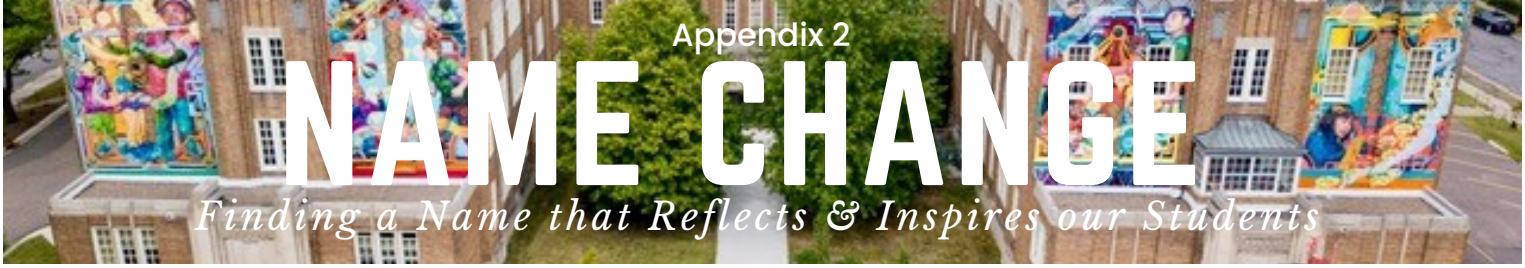


SILVIA MENDEZ

ADVOCATE FOR EQUITABLE EDUCATION, INSTRUMENTAL IN FIGHTING SCHOOL SEGREGATION

AT AGE OF 8, SHE RECALLS HER MOTHER SAYING, “WE WEREN’T FIGHTING SO YOU COULD GO TO THAT BEAUTIFUL WHITE SCHOOL. WE WERE FIGHTING BECAUSE YOU’RE EQUAL TO THAT WHITE BOY.”

SEE BIO ON PAGE 2



Detailed Bios

Dolores Huerta

Born in 1930, Dolores' early career as a teacher inspired her to become the successful and powerful community organizer and worker rights activist that led her to receiving the Presidential Medal of Freedom in 2012. As a teacher she tired of seeing her students come to school hungry and the poor treatment and compensation their parents received working as farm laborers. Along with Cesar Chavez, she co-founded the National Farm Workers Associated and helped secure monumental changes for farm workers in California and on a national scale. Many know of César Chavez, but she was equally responsible for the changes that came out of the worker rights movements. She has tirelessly put her life on the line to create positive change. Her upbringing in a diverse agricultural community made up of Mexican, Filipino, African American, Japanese and Chinese working families influenced her life long commitment to gaining rights for marginalized communities. At 91 years old she continues to support the fight for equality through education and community organizing at the Dolores Huerta Foundation. No matter how old you are, or where you come from - Dolores shows us that change can happen when you work together and empower everyone to get involved.

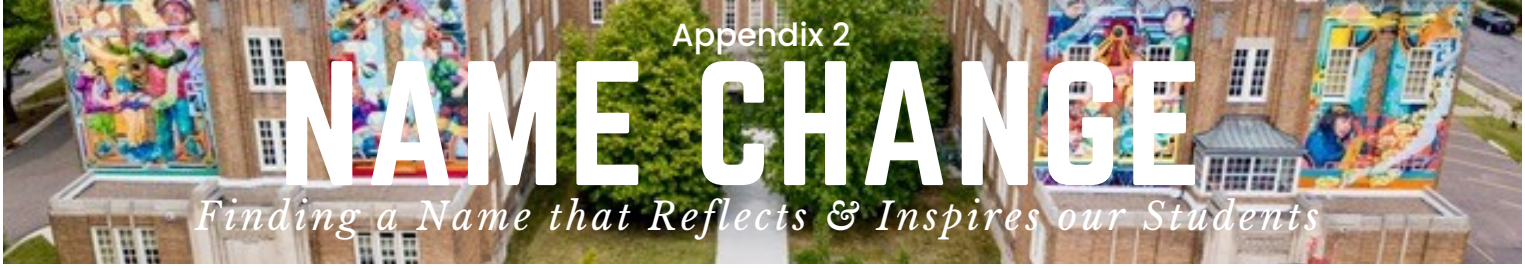
Roberto Clemente

A Puerto Rican MLB Hall of Famer whose legendary life extended beyond his All-Star career. He used his athletic fame to help others and stand for what was right in the face of discrimination. During his baseball career Clemente joined the Marine Reserves, delivered baseball equipment and food to those in need. Always reminding others that he was proud of where he came from, Clemente rejected the use of the American name Bob at a time when it was common to assimilate. It was this assertiveness of who he was that carried him to do charitable work in Latin America and the Caribbean. His thoughts and actions reflected his heart for others. In 1972 it was no surprise when Nicaragua was in need after an earthquake and previous shipments of supplies had been diverted by corrupt government officials, Clemente decided to take the supplies himself. Unfortunately it was his last humanitarian trip as his plane crashed shortly after takeoff. Clemente died at the age of 38.

Since death Roberto has received 3 Presidential Honors, Historic MLB Baseball Hall of Fame Induction, and numerous other awards and honors. His fellow player Manny Sanguillen stated, "Roberto Clemente played the game of baseball with great passion. That same passion could only be matched by his unrelenting commitment to make a difference in the lives of the less fortunate and those in need."

Silvia Mendez

Educational equality is necessary to create an equitable society. Born in 1936, Sylvia Mendez was the child at the center of the monumental 1947 case *Mendez vs. Westminster*, in which her parents and community successfully fought against segregated education for children of Mexican descent. Her parents knew that access to quality education would lead to more opportunities in life, but did not know that this case would pave the way for Brown vs. Board of Education which integrated all US public schools. Silvia went on to have a career as a nurse and in her retirement has raised awareness about her story. Silvia knew her worth and her family would not let an unjust system tell them they were less than. All our students are valued and celebrated- Silvia's experience in school inspires us as educators to fight any injustice that would tell our students otherwise.



Appendix 2

NAME CHANGE

Finding a Name that Reflects & Inspires our Students

GET READY TO VOTE! ¡PREPÁRENSE PARA VOTAR!

Thank you for taking time to share your opinion. The name we bring to the School Board must be a reflection of all of us!

TAKE THE SURVEY ONLINE

bit.ly/3yGeo6f

NAME CHANGE WEBSITE

bit.ly/3vsGW16

FILL OUT THIS PAGE AND RETURN TO THE SCHOOL OFFICE:
COMPLETA ESTA PAGINA Y DEVOLVER SU VOTO EN LA OFICINA DE LA ESCUELA:

NAME / NOMBRE _____

CONNECTION TO THE SCHOOL (Community member, student, teacher, etc)

RELACIÓN CON LA ESCUELA (Communidad, alumn@, maestr@, etc) _____

Select / Escoge Option 1 OR Option 2

☐ OPTION 1

Rank the top names 1-6: List #1 next to your FAVORITE and #6 next to your LEAST FAVORITE

Clasifique los nombres del 1 al 6 siendo el #1 tu FAVORITO y siendo el #6 tu MENOS FAVORITO

___ De Colors ([Made] of Colors)

___ Nuestro Cielo (Our Sky/Heaven)

___ Estrellas (Stars)

___ Dolores Huerta

___ Roberto Clemente

___ Silvia Mendez

☐ OPTION 2

I don't think any of these represent the school well and we should go back to the drawing board. / No creo que ninguno de estos nombres represente bien a la escuela y deberíamos volver o escoger nuevos nombres.

My name suggestion / Mi sugerencia de nombre: _____

I would like to get involved in the name change process. / Me gustaría participar en el proceso de cambio de nombre.

Email / El correo electrónico _____

Phone / El teléfono: _____



Appendix 2

CAMBIO DE NOMBRE

Encontrar un nombre que refleje e inspire a nuestros estudiantes

¡PREPÁRENSE PARA VOTAR!

Desde el otoño pasado, el comité para el cambio del nombre (maestros, padres, administradores, personal y miembros de la comunidad) ha estado discutiendo quiénes somos, la importancia de nuestro nombre, la historia de Philip H. Sheridan y los criterios y el proceso para seleccionar un nuevo nombre dentro de la política actual de MPS. Recopilamos muchas sugerencias de nombres de nuestra comunidad. Después de una cuidadosa investigación, consideración y un nivel significativo de discusión, hemos identificado 6 nombres potenciales. El nombre que lidere la votación se presentará al Superintendente para que la Junta de Directores vote. Por favor, visite el enlace Cambio de nombre en el sitio web de la escuela para obtener más información sobre nuestro proceso y un video sobre las opciones a continuación.



DE COLORES

DE COLORES ES UNA CANCIÓN FOLCLÓRICA TRADICIONAL EN ESPAÑOL QUE ES BIEN CONOCIDA EN TODO EL MUNDO DE HABLA HISPANA. SE UTILIZA COMO EL HIMNO NO OFICIAL DEL SINDICATO UNITED FARM WORKERS, COMO UNA DE LAS CANCIONES MÁS COMÚNMENTE ESCUCHADAS DURANTE LOS MÍTINES. LA CANCIÓN SE ENSEÑA A ESCOLARES DE TODO ESTADOS UNIDOS. LA LETRA REPRESENTA UNA EXPRESIÓN DE ALEGRÍA Y UNA CELEBRACIÓN DE TODA LA CREACIÓN CON SUS MUCHOS COLORES BRILLANTES.



NUESTRO CIELO

TODOS ESTAMOS BAJO UN MISMO CIELO. NO HAY FRONTERAS NI MUROS EN EL CIELO, COMPARTIMOS EL AIRE. EL CIELO ES INFINITO; EL POTENCIAL DE NUESTROS ESTUDIANTES ES ILIMITADO. LES ANIMAMOS A SOÑAR Y PENSAR TAN GRANDE COMO EL CIELO. EL CIELO TRAE TODO TIPO DE CLIMA AL IGUAL QUE NUESTROS ESTUDIANTES QUE TRAEN TODO TIPO DE EXPERIENCIAS.



LAS ESTRELLAS

EL UNIVERSO ESTÁ HECHO DE ESTRELLAS. HISTÓRICAMENTE BRINDAN ORIENTACIÓN A LOS VIAJEROS. ALGUNAS TRADICIONES CREEN QUE VENIMOS DE LAS ESTRELLAS Y OTRAS QUE NOS CONVERTIMOS EN ESTRELLAS. DURANTE LOS ÚLTIMOS AÑOS, EL LOGOTIPO DE NUESTRA ESCUELA HA TENIDO UNA ESTRELLA. ACTUALMENTE, NUESTROS ESTUDIANTES SE REFIEREN A SÍ MISMOS COMO SHERIDAN STARS.



DOLORES HUERTA

ACTIVISTA DE DERECHOS LABORALES, ORGANIZADORA COMUNITARIA Y LÍDER INSPIRADORA

“DEBEMOS USAR NUESTRAS VIDAS PARA HACER DEL MUNDO UN LUGAR MEJOR PARA VIVIR, NO SOLO PARA ADQUIRIR COSAS. PARA ESO ESTAMOS EN LA TIERRA."

VER BIOGRAFÍA EN LA PÁGINA 2



ROBERTE CLEMENTE

ATLETA LEGENDARIO, HUMANITARIO EXTRAORDINARIO

CITA: "CADA VEZ QUE TIENES LA OPORTUNIDAD DE HACER UNA DIFERENCIA EN ESTE MUNDO Y NO LO HACES, ESTÁS PERDIENDO EL TIEMPO EN LA TIERRA".

VER BIOGRAFÍA EN LA PÁGINA 2



SILVIA MENDEZ

ACTIVISTA PARA LA EDUCACION CON EQUIDAD, ESENCIAL EN LA LUCHA CONTRA SEGREGACION EN LAS ESCUELAS

A LOS 8, ELLA RECUERDA A SU MADRE DECIR “NO PELEAMOS PARA QUE VAYS UNA DE BLANCOS LINDA, PELEAMOS PARA SEAS IGUAL QUE ESE BLANCO."

VER BIOGRAFÍA EN LA PÁGINA 2



Appendix 2

CAMBIO DE NOMBRE

Encontrar un nombre que refleje e inspire a nuestros estudiantes

Detailed Bios

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Born in 1930, Dolores' early career as a teacher inspired her to become the successful and powerful community organizer and worker rights activist that led her to receiving the Presidential Medal of Freedom in 2012. As a teacher she tired of seeing her students come to school hungry and the poor treatment and compensation their parents received working as farm laborers. Along with Cesar Chavez, she co-founded the National Farm Workers Associated and helped secure monumental changes for farm workers in California and on a national scale. Many know of César Chavez, but she was equally responsible for the changes that came out of the worker rights movements. She has tirelessly put her life on the line to create positive change. Her upbringing in a diverse agricultural community made up of Mexican, Filipino, African American, Japanese and Chinese working families influenced her life long commitment to gaining rights for marginalized communities. At 91 years old she continues to support the fight for equality through education and community organizing at the Dolores Huerta Foundation. No matter how old you are, or where you come from - Dolores shows us that change can happen when you work together and empower everyone to get involved.

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SILVIA MENDEZ

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Appendix 2

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Encontrar un nombre que refleje e inspire a nuestros estudiantes

GET READY TO VOTE! ¡PREPÁRENSE PARA VOTAR!

Thank you for taking time to share your opinion. The name we bring to the School Board must be a reflection of all of us!

Please make sure you have read through the descriptions of the final 6 name options before voting. / Por favor, leer las descripciones de las 6 opciones de nombres antes de votar.

TAKE THE SURVEY ONLINE

bit.ly/3yGeo6f

NAME CHANGE WEBSITE

bit.ly/3vsGW16

FILL OUT THIS PAGE AND RETURN TO THE SCHOOL OFFICE:
COMPLETA ESTA PAGINA Y DEVOLVER SU VOTO EN LA OFICINA DE LA ESCUELA:

NAME / NOMBRE _____

CONNECTION TO THE SCHOOL (student, family member, school staff, community member, etc)
CONEXIÓN CON LA ESCUELA (estudiante, familiar de estudiante(s), miembro de la comunidad, etc)

_____

Select / Escoja Option 1 OR Option 2

☐ OPTION 1

Rank the top names 1-6: List #1 next to your FAVORITE and #6 next to your LEAST FAVORITE

Asigne los números del 1 al 6 a cada nombre, siendo el #1 tu FAVORITO y así progresivamente hasta llegar al #6 tu MENOS FAVORITO.

___ De Colors ([Made] of Colors)

___ Nuestro Cielo (Our Sky/Heaven)

___ Estrellas (Stars)

___ Dolores Huerta

___ Roberto Clemente

___ Silvia Mendez

☐ OPTION 2

I don't think any of these represent the school well and we should look for new names.

No creo que ninguno de estos nombres represente adecuadamente a la escuela y deberíamos volver a escoger nuevos nombres.

My name suggestion / Sugiero como nombre: _____

I would like to get involved in the name change process. / Me gustaría participar en el proceso de cambio de nombre.

Email / Correo electrónico _____

Phone / Teléfono: _____

Appendix 3

Meeting Notes:

March 3rd 2021 at 5pm

Meeting recording: https://youtu.be/t490ph-NPQc

Starting with Norms and Values

-Equity of Voice

-Speaking your truth

-Hearing others/Active Listening

-Being ok with experiencing discomfort

-Owning the intent and impact of your words

-Keeping the students at the center

- The space continues to be a place of lifelong learning which reflects our values.

Process

We have made progress through identifying and communicating the need for change, engaging community.

We were recently made aware of an old policy about name changes that was not utilized in the Justice Page name change and we have decided to not let it get in the way of the good work that we are doing.

The naming requirements involved are:

1. RESTRICTIONS FOR NAMING
    1. Names that possess a potential for controversy are not permitted, such as names of political parties, or campaigns.
    2. Names of living persons are not permitted.
    3. Names of facilities should be appropriate to the purpose of the program or facility.
    4. Numbers as names are not permitted.
    5. Names that are slogans are not permitted.
    6. Names of school programs that might indicate a specialized focus or whether the program has a magnet school status shall be reserved for officially designated magnet school programs.
    7. All program names shall include the name of the facility in which it is housed when the facility is a district owned building.

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Trends from Form voting on top 11 individual and 6 concept names.

- Other than Sonia Sotomayor, the top individuals did not receive any votes to be eliminated.
- Roberto Clement, Dolores Huertas and Silvia Mendez are our top 3.
- The top 4 concept names had no negative feedback.

Other thoughts/concerns/questions

- Some voted knowing the new naming requirements.
- Questioning level of "spiciness" of a character – for our own comfort, comfort of the board, and needs of students.
- If we do not thoughtful question the status quo and systems than positive change for our students will not take place.
- We will be strategic on how we bring our work to the board
- Political party/campaign is not the same thing as human rights activist. We are finding a name in contrast to the legacy of Sheridan.
- In fact, an activist fighting injustice in some form is a good reflection of our community and who we are.
- Anyone who is fighting for the right casus is gonna end up pushing a few buttons.
- As we have learned about these people, so will the board and community need to learn about these people. How will we present them?
- As we go into voting/ selecting what we present to the community the question came up, "Are we a good representation of our community?" We reflected on the fact that we have admin, staff (teaching, social work, program coordinator), parents (long time and incoming family), and neighborhood members. We have had 11 highly engaged individuals and we are voting not just for ourselves but with the knowledge/input for the larger community.
- "How we gotten enough community input?" Discussion – many have asked fellow parents and community members (including the Native community) to provide input. Our results are not perfect, many people are busy or have expressed that they are glad we are doing the work but they just don't have time or ideas to contribute.
- What about the MN/local connection? And Why? As we acknowledge our goal of inclusion and the fact that our students do come from all over the world and we represent a multicultural community to what extent is the MN connection actually necessary?
- Are we pushing unnecessarily to get this done before the end of the year? What is our urgency?

- We also need to respect the time and effort put into this process so far which has been countless meetings (sometimes weekly) since Sept.
- We also don't want to get stuck in the mindset that we have to find the "perfect name for all time" or have perfect community engagement.
- Do we have enough proof that we have done a good job of engagement?
- We have done – community input to large brainstorm to narrowing, and we can loop back to community as we narrow again.

- How are we continuing to give our community a voice in the process?
    - Let's make the voting process a continued opportunity for the feedback loop by giving people a write in option or to express their concern. If the community hates all the names we came up with we want to know. And we aren't saying that we will have the last word. We are absolutely committed to listening to the community. But we have to put something out there for them to respond to.

- The Sheridan Neighborhood Organization is moving forward with their renaming process.

- There is a difference between community engagement and expanding the leadership team that is involved in decision making.

- Question of Indigenous tie to name? Have we done enough to solicit a name? How important is a specifically indigenous person or work to the future name? Are we tied to local indigenous roots or pan America? We cannot pit one indigenous experience against another there are many connections. All people from Latin America have Native roots and connections. How do we educate people about the roots and connections to these roots. Is important to voice the unique indigenous experience and acknowledge the discrimination they face in many Latin American communities. Individual personal identities are also tied into this delicate conversation. Let's consider the impact of splinting Black, Brown and Indigenous roots in an individual's experience. In order to be inclusive of all, others can feel excluded by certain actions or rhetoric. How are we proactively considering impact and intent of our words? How do we rightfully sit with discomfort for the sake of pushing forward justice and inclusion?

- Unfamiliar names may trigger different responses, how do we best educate others on these names.

- We will send home a physical paper to engage families in the next vote and include a blank spot for additional feedback.

- Alison, Guzman and Sonya will further discuss "floating" these names to the SI before we go to the larger community.

Next Steps:

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1. Develop an educational/engagement piece on our top names. A trifold brochure with voting on back or link.

Select your top choice for our future name:

a. Clement

b. Huerta

c. Mendez

d. Estrella

e. Esperanza

f. Nuetra Cielo

g. De Colores

h. None of these

i. Blank – Please share WHY. Do you feel these options reflect our community and vision?

How do we track votes? One vote per student? What about staff? And future students?

2. PTO/Committee to engage with SI on our current process and proposed names. This step is to smooth any future road blocks and to make sure we have adequately educated and engaged MPS leadership as stakeholders.

3. Share online/send educational/engagement piece with our community

4. Collect feedback and tally votes.

Meeting notes 1/28/21
Present:
Sra. Guzman
Sonya Perez-Lauterbach
Ruth Martin
Melanie Quinones
Alison Thompson
Lindsay Homer
Carin Peterson
Charlotte - SNO neighborhood employee

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Notes:
Potential Name List
Ruth Martin - added to the list
We the People

Student Name List

Discussion around the name of a person verses idea.
Kids wanted more ideas and concepts.

Meeting notes 11/5/20
Present:
Sra. Guzman
Sonya Perez-Lauterbach
Ruth Martin
Melanie Quinones
Alison Thompson
Lindsay Homer
Eric Z.
Angle Gardener-Koshner
Carin Peterson
Charlotte - SNO neighborhood employee

Notes:
Update from SNO neighborhood

Update on engaging students

Discussion on #StartingStopingContinuing to fight for equality, disrupt

Determining affinity group meetings

Meeting 10/22/ Notes
-Updates
-Outstanding items
-New ideas
-Nest steps

Present:

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Guzman
Sonya
Leonardo
Ruth
Melanie
Alison
Carin

Notes:
Thank you to Eric who drafted and completed the Letter of Intent to the School Board. Sonya sent it to the board on Monday, Oct. 19th and it was received positively. Jenny, Kerry Jo and Ed Graff all responded.

Jenny responded to my question about the new advisory committee created by vote by the board to look at all the names of schools within MPS. This vote does not affect the name change policy in place, we just happen to be ahead of the curve on addressing this with our community.

Sonya visited Ms. Betty (Sheridan's 91 year old neighbor) who has lived in that house since she was 3 years old. She shared stories of attending Sherida, sending her children there, and teaching there until it closed for a time in the 70's. Her husband was a NE police officer. She shared stories about how when she started attending her teacher told her German speaking mother to stop speaking in front of the kids. The Sheridan area was all immigrant children. She told a story about how when she went to Edison her 9th grade English teacher spoke poorly of the Sheridan students because they were immigrants and not from college educated families. In her year Sheridan students were the top students valedictorian and Salutatorian. I got the sense that the way people perceived her and her neighbors stuck with her and the sense of proving the predijustices wrong. We also spoke about the loss of language among immigrants. German was her favorite class in HS at Edison.

It was noted in the meeting how NE, while a historically immigrant neighborhood struggels with accepting new (non-White) immigrants and Black residents. How can changing the name raise awareness about creating a more inclusive community?

We briefly discussed the survey on our website. The survey link needs to be directly shared with Sheridan families to capture as many opinions as possible.

-Via Seasaw
-Via Facebook
-Via a blog post on our website?

We discussed public radio, newspapers - which might be good once we get a community consensus that we need to change the name and our looking for new names. It could also be nice if students made the announcement.

ENGAGING STUDENTS-
The student voices group that Malenie and Liliana are creating is underway. The will have a role in discussing the name change with the rest of the school.

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We want to be careful with not overwhelming teachers with more things on their plates to teach when they are dealing with distance learning/hybrid learning, pandemic learning etc. However, Emily noted that in conjunction with Indiginous Month of Nov. she would incorporate it into her lesson plans. She will have all Sheridan students (that are engaged online) over the next three weeks. Teachers and Administration will take the lead on having the conversation with students in conjunction with families engaging the topic over the next month in affiliate meetings.

Affiliate Meetings - dates TBD

ZOOM BOMB - Our meeting unfortunately was “zoom bombed” which was very upsetting and disturbing. A swastika image came into our meeting and we immediately shut down the meeting. In a new and secure link we discussed how no one ever needs to be faced with that kind of violence. And while the violence of Sheridan is not remembered in the same way, genoice of Native people in the United States is just as gross and we want nothing to do with that history.

Our next meeting will be Nov. 5th at 5pm in order to maintain progress.

DRAFT LETTER (created after the meeting).

Everyone’s voice matters -
Voting in a national election is one way of making your voice heard, but you can also help make change RIGHT HERE in your own community. *Who do we want to be in the future? What do we stand for? How can we make sure our school is inclusive and equitable for all?*

Our Vision: We are a caring, diverse community of creative, inclusive, critical thinkers who empower its members to be lifelong learners.

Our Mission: To Provide every student with a diverse, standard-based educational experience through the arts and language immersion instruction.

Vision: Somos una comunidad diverse, cariñosa, inclusiva de pensadores críticos que fomentan que sus miembros cultiven el aprendizaje de por vida.

Mision: Proveer a cada estudiante una experiencia diversa y basada en estandares educativos a traves de la instruccion en las artes e inmersion linguistica.

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Unfortunately our current name, Sheridan does not embody our dreams for the future. Join us in learning more about the history of Philip H Sheridan HERE. Names are connected with identities, histories, and hopes and sometimes they need to be discussed and evaluated. Join us for a conversation about our school name and to share your thoughts, concerns and ideas for the future in our name change survey HERE.

Upcoming Listening Sessions
We will be hosting a number of affinity group listening sessions online over the next month. Please let us know if you plan to join so we can send you the meeting link and passcode.

Hispanohablantes - Nov. X at X pm Discutir y expresar sus ideas e inquietudes en su idioma

Families of Color BIPoC - Nov. X at Xpm We believe that creating space for Indignious and families of color to specifically voice their thoughts is in line with our value of equity of voice and disrupting norms that can unintentionally silence specific groups of people.

School Alumni, current & future families - Nov. X

North East Residents & community members - Nov. X

PLEASE RSVP to receive the meeting link and passcode

If you can't make one of these gatherings please make sure to share your thoughts via our survey online.

___

Meeting 10/1/20 Notes
Open Invite to the Name Change Committee Meeting
Hosted via Zoom

Meeting Flow:
-Welcome
-Setting meeting norms
-Why is addressing Sheridan's history important
-Committee Responsibilities
-Next steps

Present:
SNO - 3 representatives- Carin, Charlotte, Britta
Parents - Sonya, Alison, Eric, Lindsay, Jill Davis
Staff - Guzman, Liliana, Leonardo, Ruth, Melenie, Emily, Katie

What is our WHY? (discussion and sharing highlights)
- Our name needs to be inclusive

Appendix 3

- Our school is focused on questioning “normal/standard” practices that exclude and uphold racist practices and mindsets. It is important that our words and actions MATCH.
- We are aware that there are no “finish lines” in dismantling oppressive systems but we are committed to continuing to take steps in the right direction.
- This name change is about taking ACTION. “As a white woman I don’t want to just join a book club and learn about historical and current racial injustice, I need to take ACTION”.
- “As a resident, I see and feel a lot of racism in the NE neighborhood but our school is a small microcosm of diversity and a place where learning and understanding across backgrounds is taking place. I want our name to reflect what is actually happening inside our walls.”
- “I want to be proud of where I’m from and the name for which I call my home.”
- “ We need to model taking action for our students. I want them to know they CAN change the world and hearts”
- “It’s about our students”. They need to feel, know and see that they are FULLY accepted for who they are and where they are from.
- Violence cannot be tolerated, praised or ignored. One cannot begin to heal until a wound is acknowledged.
- Even outside of his violent history, he does not have a meaningful connection to Minneapolis. There is no reason why this name should continue.

Discussion of process for name change:

1. PTO & Site council confirmed the desire to move forward in name change process (9/18)
2. Send letter of intent to school board (10/?
3. Invite people to name change committee (10/1)
4. Continue to educate the community on Sheridan’s history and solicit responses and feedback via affinity meetings/listening sessions.

3.Confirm support

4. Solicit new names that fit our values and mission

-Since we first shared the idea of a name change with the school community via PTO & Site council meeting we have received overwhelming support. A few people have expressed apprehension but once our reasoning was explained there was limited/no push back.

So rather than breaking the process of confirming the WHY of changing and WHAT we should change to, into two different meetings this can take place at the same time. People are excited to think about the future and we don’t want to say, “NO, don’t suggest names until we have connected with everyone in the community as to why we are changing”.

-There was also discussion around the district making changes to the name as a part of the CDD plan to make the dual immersion programs (Sheridan, Emerson, Green) uniform. However we will still engage in the process of engaging the community to solicit ideas and feedback on the “Sheridan” portion of the name.

-A webpage has been built to educate the community on Philip H Sheridan and solicit feedback.

-The Sheridan neighborhood Associate will be sending out postcards to their community with info on Sheridan and a place for people to express their opinion on a potential name change.

-For those who have already expressed their support we are going to capture their statement or video to share on that webpage so people can read and hear others' opinions on it. It was noted that 80% of our students are of color and we need to have that reflected in those videos. Leonard will help us reach out to families of colors and connect them with this committee.

Next steps:

- ❏ Finalize and send letter to the board
- ❏ Finalize survey for webpage
- ❏ Begin collecting videos and statements of support
- ❏ Schedule affinity group meetings/listening sessions.
    - ❏ -Spanish speaking community
    - ❏ -Indigionus community
    - ❏ -Black / African American community
    - ❏ -NE neighborhood
    - ❏ Other?
- ❏ Schedule the next committee meeting Oct. 15th to assess progress and data collected.

Meeting: 9/17/20 NOTES
Invited: Current PTO/Site Council

Our goal is to hear your concerns and ideas regarding changing the school name and together agree on a path forward to engage our larger community.
AGENDA:
1.Warm Welcome - The power of names
2. Overview Meeting Goals and Process
3. Questions and Discussion
4. Consensus & Next Steps

Warm Welcome - The Power of Names

Present: (PTO - 9 present, Site Council 6 present - Demonstrates strong participation)

Eric Zawadzki
Alison & Bill Thompson
Lindsay Homer
Tania Garcia
Liliana Rodriguez
Leonardo Torrens
Sra. Guzman
Ms. Ideen
Carin Peterson
Malenie Quinones
Ruth Martin
Emily Olson de Alverez

Appendix 3

Sonya Perez-Lauterbach

What's in a name? Everyone shared personal stories and thoughts on names.

- It can give inspiration for the future
- It can distinguish, be a point of uniqueness
- Too often naming conventions are tied to white patriarchy - feeling done with that.
- It can connect to core values and beliefs
- It can create something new while speaking to the past
- It can have unintended consequences (good and bad)
- The meaning can be lost over time and new meaning take root
- Names are used to honor ancestors
- Names can be changed or chosen by an individual based on what fits them

Initial Thoughts/Input on Name Change:

- Ruth has wanted to change the name since she arrived at the school 30+ years ago. Guzman and Ideen are the first to express similar excitement and commitment to the idea.
- Ruth spoke with the school's neighbor who is 90 years old and has deep connections to the school and is on board with the idea of changing the name. She suggested the name University or Broadway as potential names.
- Carin Peterson from the Sheridan Neighborhood Association communicated that she and the association are in support of the name change
- One parent shared that her student was sad about the change because she has associated all the good things about her school with the name Sheridan and not the namesakes history; however once it was explained and that the community would not change and instead a name more fitting for all the wonderful aspects of the school would be selected than she was excited about it.
- Discussion regarding selecting a name that is associated with the DCC plans of changing the school to a Spanish Immersion Magnet. It was also noted that Sheridan has "changed" its name many many times over the years as the focus of the school has changed from Jr. to elementary to Arts etc. We need a name that will stand no matter what the district decided to do with the school.
- It was discussed avoiding a name that honors a specific person because everyone has some skeleton in their closet or social norms/standards change. Maybe select something geographical or aspiration.
- Justice Page's name change was mentioned as a way to meaningfully connect with an individual who has an educational foundation and is very involved in the school.
- Guzman shared the MPS policy regarding name changes. https://policy.mpls.k12.mn.us/uploads/7960_c.pdf The relevant information for this phase of the process is:
    - "Recommendations from a site council must be based on appropriate input from the, parents, students, staff and community of the program(s) and the District Facilities department."
    -

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- Everyone on the call unanimously supports the change. But it was noted we will not assume that everyone will feel the same way. Even if 20 people support it strongly, but the majority do not agree it will not pass. We want to spend time EDUCATING people on WHY this change is important, BEFORE we try jumping to what the change will be.
- We need to build a platform to EDUCATE people on WHY change and solicit input and feedback from ALL stakeholders.
- Discussion regarding how to tell the ugly truth about Sheridan (and the US military's) ugly past to children was brought up.
- Requesting a name change inherently brings up history that needs to be addressed.
- Individuals expressed support in the process and the different talents/time availability to support the initiative.
- Timeline? - It was discussed balancing pressure to get to a new name ASAP (i.e. before February when school choice cards are submitted) and taking our time to engage all stakeholders. It was stated that we can market the school based on our values and programs while we search for a new name.
- The Name Change Documents were reviewed which outlines phases of this process.

- The Name Change Committee - Will consist of individuals who are interested and able to help in:
    - Writing/editing the educational content regarding name change
    - Creating an electronic platform for educating/soliciting feedback
    - Filming/editing/uploading input from community
    - Engaging community and soliciting feedback
    - Supporting/facilitating community meetings
    - Compiling/sorting/selecting top proposed new names
    - Working through budget issues associated with name change
    - Determine how the final name will be selected/carry out process
    - Draft & submit final recommendation to the School Board
    - Coordinate with appropriate district and city official to enable necessary changes

NEXT STEPS

Tasks	Person Responsible	Timeline
1. Finalize and send Letter of Intent to the School Board	- Ruth to lead draft and share with committee	ASAP
2. Form Name Change Committee. Extend invite to larger community. Committee responsibilities above.	- Sonya to create a meeting invite for the Official Committee Meeting. Meeting: TUES, Oct. 1 @ 5pm via ZOOM	ASAP
3. Create a platform/webpage for	- Liliana	Drafts to be shared

communicating with the community.	- Committee to provide feedback	at the first committee meeting.
4. Draft the "WHY" rationale for change/ Q&A content.	- Ruth, Sonya, Liliana - Committee to provide feedback & input	Dafts to be shared at the first committee
5. Select dates and forms for community affinity groups to meet for discussion and feedback.	- Committee	Gatherings to take place fall 2020.
6. Coordinate and train meeting facilitators to solicit meaningful and diverse input.	- TBD	Prior to meetings
7. Thoughtly engage students on this conversation. Support teachers and students as they navigate these conversations. Who was Sheridan? What do names mean to us?	-Lilian and Melanie are working through a program that will do this.	

FOR IMMEDIATE RELEASE:
The Site Council and PTO of Sheridan Arts Spanish Dual Immersion School have agreed that it is in the best interest of our current students and future students to pursue an official name change by educating the community on the history of Philip H. Sheridan's involvement in mass violence against Native people and selecting a name that better aligns with our mission and values. We commit to use a process that engages the larger community in the conversation and generates a new, more fitting name.

YOUR VOICE MATTERS!
Please stay tuned for more information on community meetings throughout the fall where you can learn more about Sheridan and share your thoughts.

EXCITED?
We need your help. You are invited to join the Official Name Change Committee to help guide the process. Our first meeting is THURS. OCT. 1 at 5pm via ZOOM.
Meeting link: https://us02web.zoom.us/j/87569970701 Passcode: NameChange

Questions or Comments? Email: MPSSheridanPTO@gmail.com

Our Vision: We are a caring, diverse community of creative, inclusive, critical thinkers who empower its members to be lifelong learners.

Our Mission: To Provide every student with a diverse, standard-based educational experience through the arts and language immersion instruction.

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Vision: Somos una comunidad diverse, cariñosa, inclusiva de pensadores criticos que fomentan que sus miembros cultiven el aprendizaje de por vida.

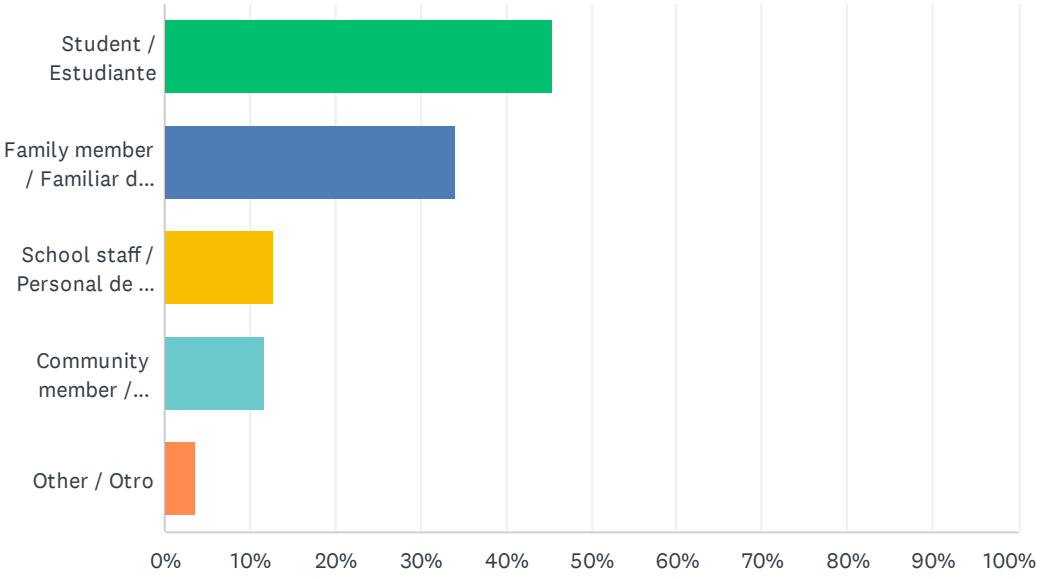
Mision: Proveer a cada estudiante una experiencia diversa y basada en estandares educativos a traves de la instruccion en las artes e inmersion linguistica.

Q1 Your name / Tu nombre

Answered: 167 Skipped: 29

Q2 Connection to the School / Conexión con la Escuela:

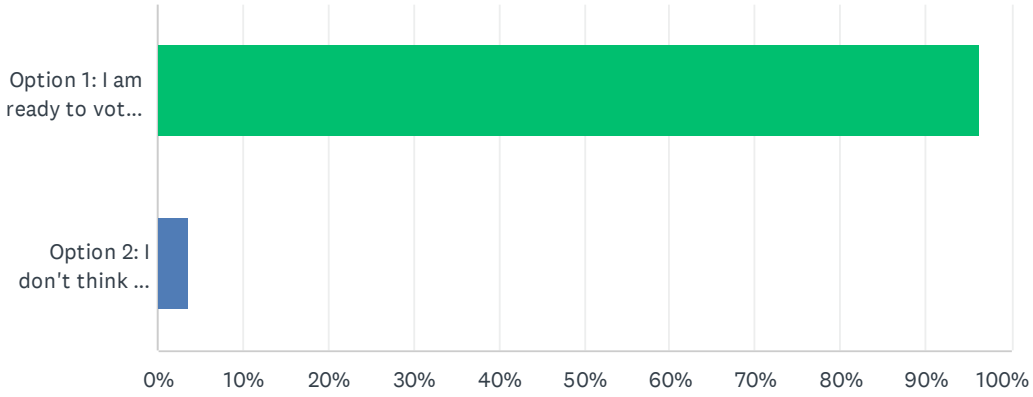
Answered: 196 Skipped: 0



ANSWER CHOICES	RESPONSES	
Student / Estudiante	45.41%	89
Family member / Familiar de estudiante(s)	34.18%	67
School staff / Personal de la escuela	12.76%	25
Community member / Miembro de la comunidad	11.73%	23
Other / Otro	3.57%	7
Total Respondents: 196		

Q3 Select/Escoja Option 1 OR Option 2Please make sure you have read through the descriptions of the final 6 name options here before voting. / Por favor, leer las descripciones de las 6 opciones de nombres aquí antes de votar.

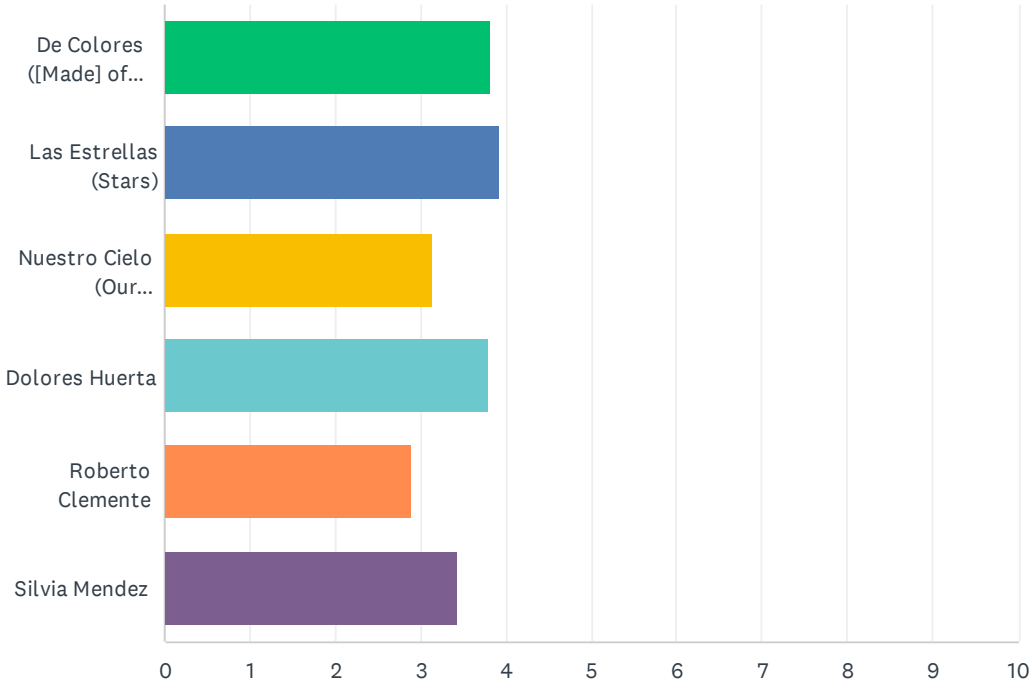
Answered: 195 Skipped: 1



ANSWER CHOICES	RESPONSES	
Option 1: I am ready to vote on the name choices / Estoy list@ para votar sobre las opciones de nombre	96.41%	188
Option 2: I don't think any of the name choices represent the school well and we should look for new names / Ninguno de estos nombres representa adecuadamente a la escuela y prefiero volver a escoger nuevos nombres.	3.59%	7
TOTAL		195

Q4 Rank the top names 1-6. List #1 next to your FAVORITE and #6 by your LEAST FAVORITE. Asigne los números del 1 al 6 a cada nombre, siendo el #1 tu FAVORITO y así progresivamente hasta llegar al #6 tu MENOS FAVORITO.

Answered: 180 Skipped: 16



	1	2	3	4	5	6	TOTAL	SCORE
De Colores ([Made] of Colors)	21.67% 39	20.00% 36	16.11% 29	14.44% 26	15.00% 27	12.78% 23	180	3.81
Las Estrellas (Stars)	22.22% 40	23.33% 42	14.44% 26	15.00% 27	15.56% 28	9.44% 17	180	3.93
Nuestro Cielo (Our Sky/Heaven)	15.00% 27	10.56% 19	18.89% 34	12.78% 23	14.44% 26	28.33% 51	180	3.14
Dolores Huerta	15.00% 27	20.56% 37	20.00% 36	24.44% 44	12.78% 23	7.22% 13	180	3.79
Roberto Clemente	6.11% 11	8.89% 16	19.44% 35	21.11% 38	22.22% 40	22.22% 40	180	2.89
Silvia Mendez	20.00% 36	16.67% 30	11.11% 20	12.22% 22	20.00% 36	20.00% 36	180	3.44

Q5 Here is my name suggestion / Sugiero como nombre:

Answered: 3 Skipped: 193

Q6 I would like to get involved in the name change process. / Me gustaría participar en el proceso de cambio de nombre.

Answered: 2 Skipped: 194

ANSWER CHOICES	RESPONSES	
Your email / tu correo electrónico:	100.00%	2
Your phone number / tu teléfono:	100.00%	2

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

April 12, 2022

Resolution Approving the Minneapolis Board of Education Election Districts

WHEREAS, in accordance with Minnesota Statutes and other applicable laws, following the federal census, school districts with election districts, within 80 days of the completion of legislative redistricting or by April 26, 2022, whichever comes first, must either confirm that the existing election districts meet all local, state, and federal requirements or redraw the boundaries accordingly; and

WHEREAS, by adoption of School Board Policy 8114 (School Board Election Districts), the Board has determined that it is in the best interest of the School District and of the citizens of the City of Minneapolis that the school board election districts "*shall correspond to the Minneapolis Park and Recreation Board election districts*", which are drawn by the Minneapolis Charter Commission; and

WHEREAS, the Minneapolis Park and Recreation Board election districts have the same legal requirements as Minnesota school board election districts, including but not limited to being as equal in population as practicable and must be composed of compact, contiguous territory; and

WHEREAS, the Charter Commission utilized a comprehensive and transparent redistricting process that included extensive data analysis, gathering of public feedback, and assurances of conformity with legal requirements; and

WHEREAS, pursuant to Minnesota Statutes Section 205A.12, Subd. 6, notice of the intent to redistrict was duly provided and a public hearing on the proposed election district boundary maps was held on February 24, 2022; and

WHEREAS, the Charter Commission approved the final Park and Recreation Board election district boundary maps on March 2, 2022 (labeled as attachment 2022-0021A).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Special School District No. 1, Minneapolis Public Schools, hereby approves the same boundaries of the six election districts of the Minneapolis Park and Recreation Board as approved by the Charter Commission on March 2, 2022; and

FURTHER, BE IT RESOLVED, that the School Board Clerk or their designee is directed to file the approved election district boundary maps with the Hennepin County Auditor and the City of Minneapolis Elections Office, and to provide a copy to the Minnesota Secretary of State Elections Division; and

April 12, 2022

FINALLY, BE IT RESOLVED that the effective date of the six newly approved election district boundaries shall be August 9, 2022, the same day as the state primary election.

Signed by:

_____ _____

Kim Ellison — Date
Board of Education Chair

_____ _____

Nelson Inz — Date
Board of Education Clerk

Minneapolis Park District Boundary Plan

2022-0021A

Legend

- Proposed Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

2
1
4
3
6
5

N

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Plan DR_115525 MPRB Districts

0 0.5 1 2 3 4 Miles

2022-0021A

Minneapolis GIS

GIS Business Services
310 4th Ave S – Suite 400
Minneapolis, MN 55415
612-673-2431
www.minneapolismn.gov/maps

Legend

Proposed Districts

District 1

1

2

3

4

Columbia Heights

Anoka

Hennepin

Silver Lake

St Anthony

Lauderdale

Minneapolis

Bassett Creek

Hennepin

Ramsey

N

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Plan DR_115525 MPRB District 1

0 0.5 1 2 Miles

2022-0021A

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Legend

Proposed Districts

District 2

2

1

4

N

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Plan DR_115525 MPRB District 2

0 0.5 1 2 Miles

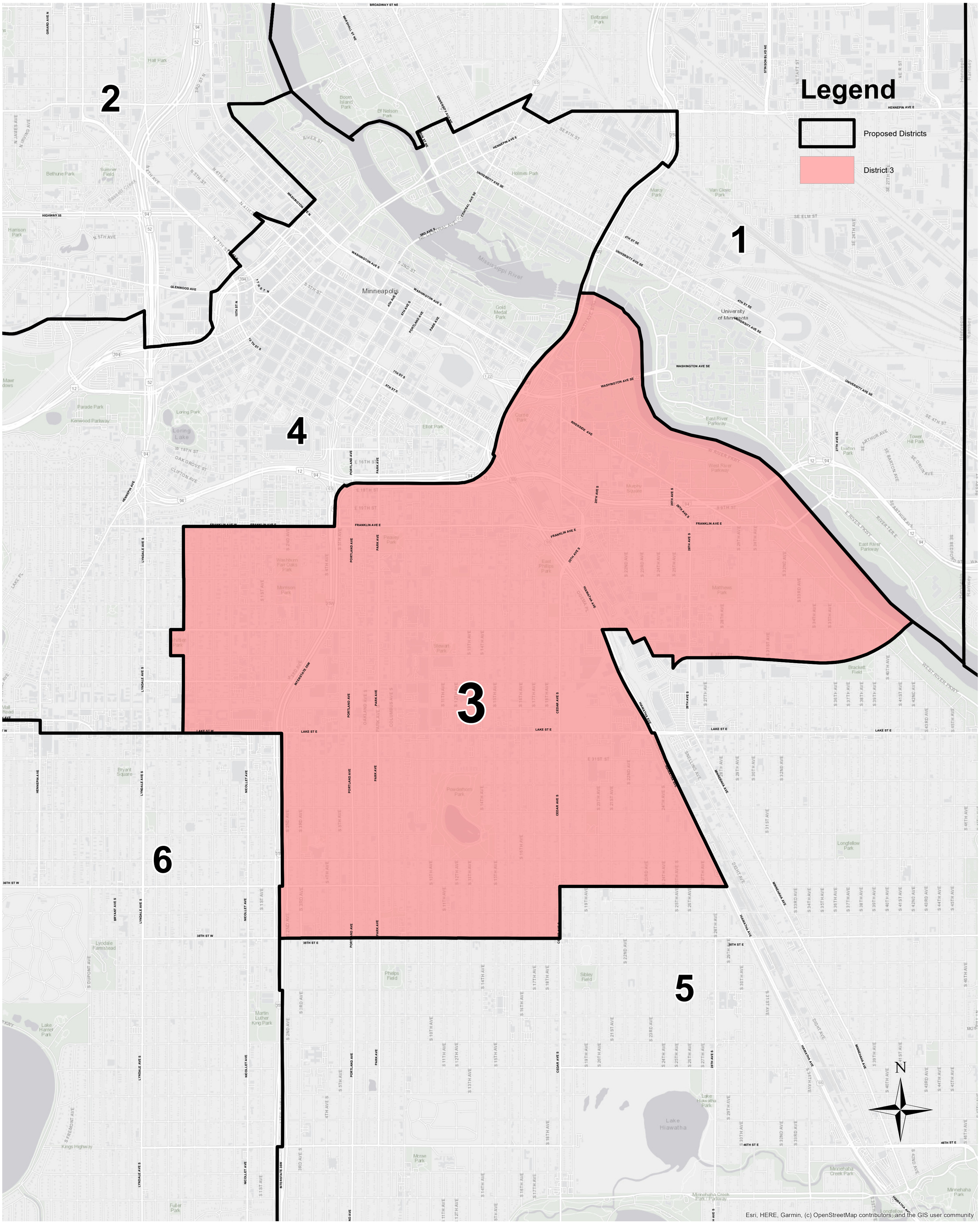
2022-0021A

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Plan DR_115525 MPRB District 3

0 0.5 1 2 Miles

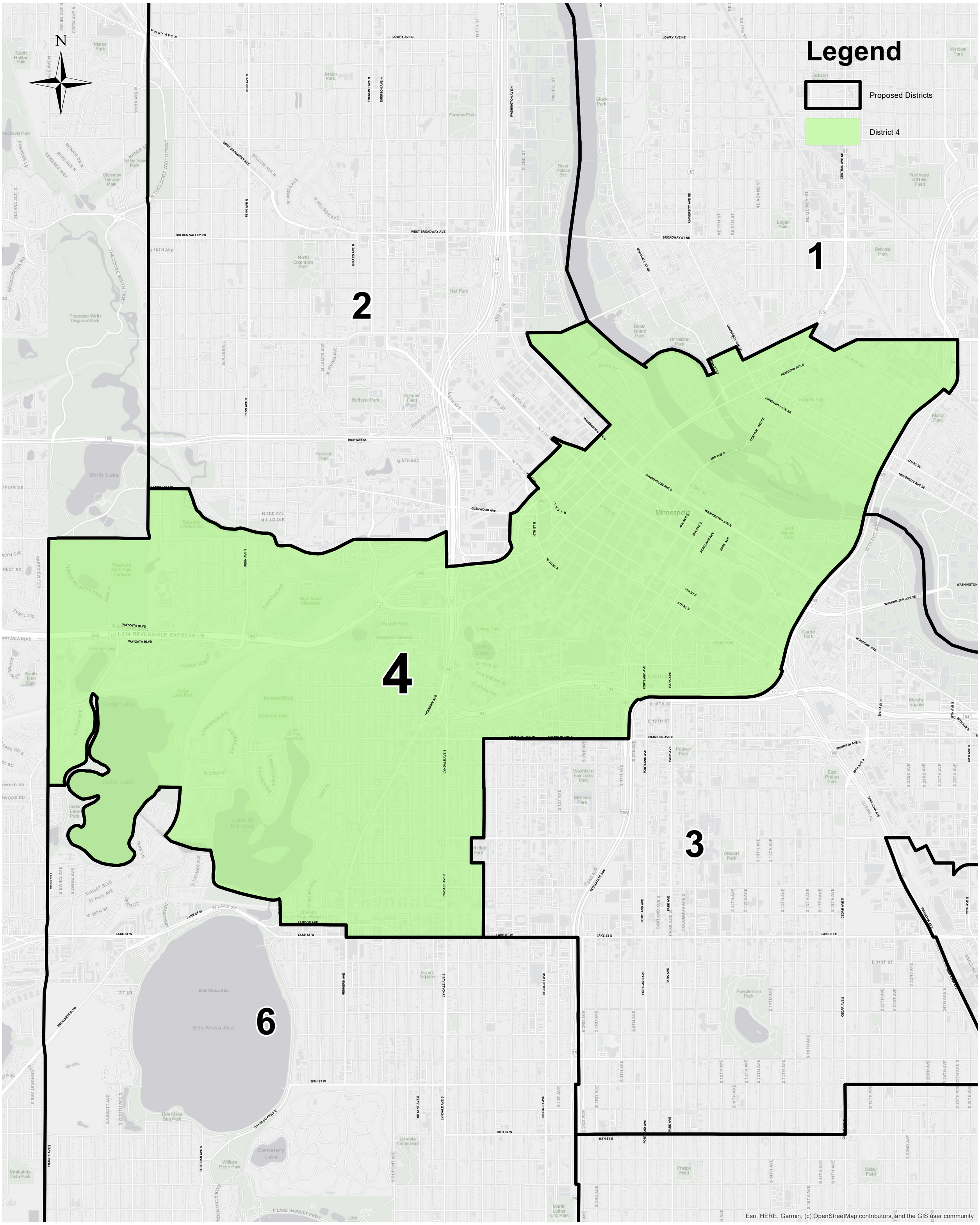
2022-0021A

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Plan DR_115525 MPRB District 4

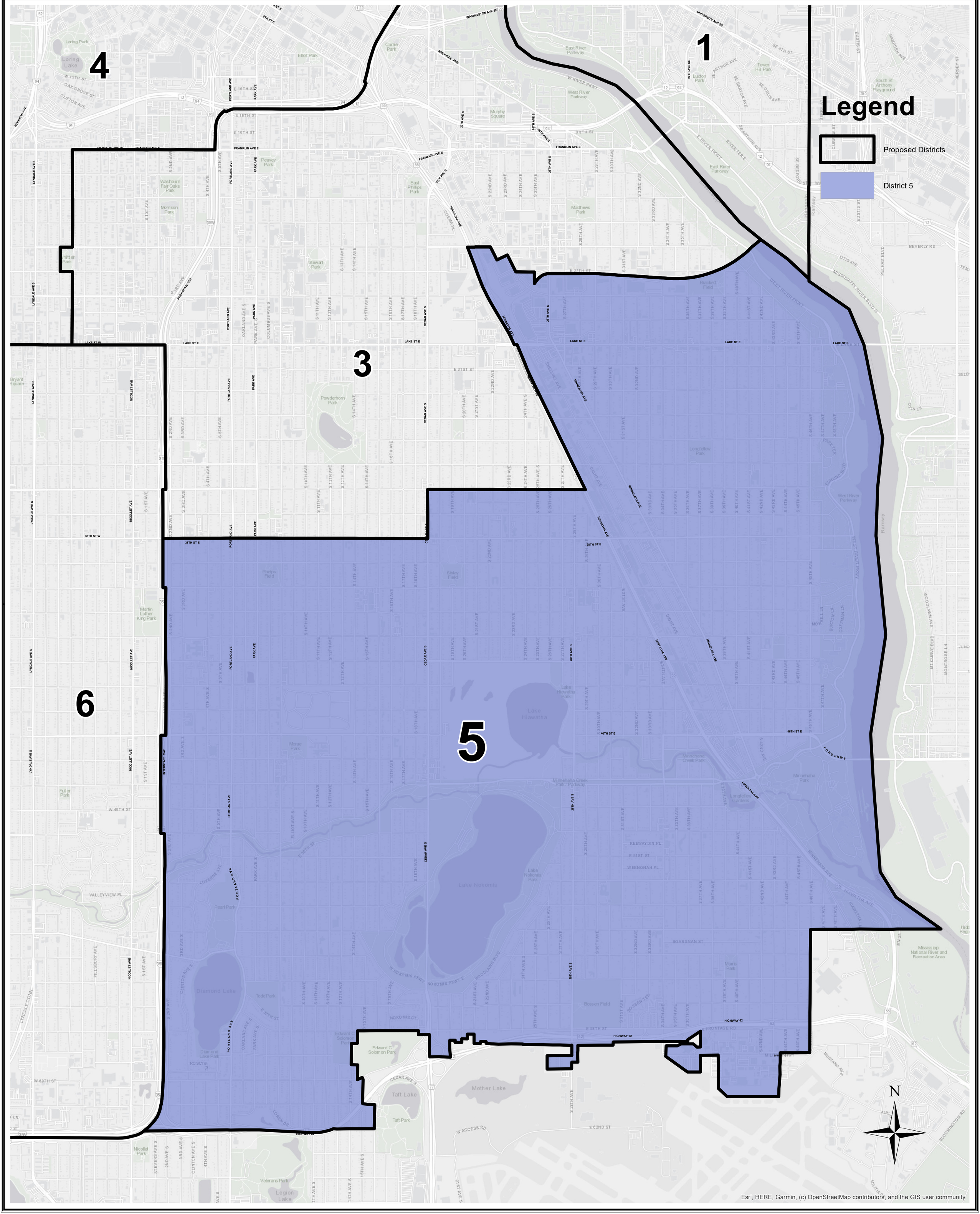
0 0.5 1 2 Miles

2022-0021A

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Plan DR_115525 MPRB District 5



0 0.5 1 2 Miles

2022-0021A

Minneapolis GIS
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www.minneapolismn.gov/maps

Legend

Proposed Districts

District 6

4

3

6

5

N

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Plan DR_115525 MPRB District 6

0 0.5 1 2 Miles

2022-0021A

Minneapolis GIS

GIS Business Services

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Minneapolis, MN 55415
612-673-2431

www.minneapolismn.gov/maps

Minneapolis Park District Population Data and Statistical Analysis

User: City_of_Minneapolis
Plan: DR_115525pa

Date: Mon Feb 28 2022 14:31:58 GMT-0600 (Central Standard Time)
Plan No.: 9de1b11d95dd4e02a2824c139a781738

VAP Summary Report

District No.	Total	Total voting age	Non-Hispanic white voting age population	Non-Hispanic black voting age population	Hispanic voting age population	Non-Hispanic American Indian/ Alaskan Native voting age population	Non-Hispanic Asian voting age population	Non-Hispanic Hawaiian or Other Pacific Islander voting age population	Non-Hispanic some other race voting age population
D1	71,592	63,071	44,246	5,409	4,238	946	7,244	52	591
	16.65%	18.06%	70.15%	8.58%	6.72%	1.50%	11.49%	0.08%	0.94%
D2	70,340	49,737	18,391	19,209	4,895	1,127	4,824	41	495
	16.36%	14.24%	36.98%	38.62%	9.84%	2.27%	9.70%	0.08%	1.00%
D3	71,295	54,131	21,242	17,100	10,286	1,874	2,586	35	546
	16.58%	15.50%	39.24%	31.59%	19.00%	3.46%	4.78%	0.06%	1.01%
D4	70,324	65,151	46,096	8,163	3,690	1,016	4,930	49	812
	16.36%	18.66%	70.75%	12.53%	5.66%	1.56%	7.57%	0.08%	1.25%
D5	73,647	58,454	44,453	5,423	4,384	1,142	1,915	28	762
	17.13%	16.74%	76.05%	9.28%	7.50%	1.95%	3.28%	0.05%	1.30%
D6	72,756	58,697	47,022	4,332	3,436	691	2,261	30	686
	16.92%	16.81%	80.11%	7.38%	5.85%	1.18%	3.85%	0.05%	1.17%
TOTALS	429,954	349,241	221,450	59,636	30,929	6,796	23,760	235	3,892

All Districts Summary Report

District No.	D1
Total Population	71,592
Total Population 18+	63,071
Deviation	-67
Dev. %	-0.093

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic American Indian/ Alaskan Native	Non-Hispanic Asian	Non-Hispanic some other race
Total	5,575	66,017	47,873	7,947	1,106	7,798	720
Total%	7.79	92.21	66.87	11.10	1.54	10.89	1.01
Total18+	4,238	58,833	44,246	5,409	946	7,244	591
Total18+%	6.72	93.28	70.15	8.58	1.50	11.49	0.94

District No.	D2
Total Population	70,340
Total Population 18+	49,737
Deviation	-1,319
Dev. %	-1.841

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic American Indian/ Alaskan Native	Non-Hispanic Asian	Non-Hispanic some other race
Total	7,692	62,648	20,590	30,846	1,593	7,497	713
Total%	10.94	89.06	29.27	43.85	2.26	10.66	1.01
Total18+	4,895	44,842	18,391	19,209	1,127	4,824	495
Total18+%	9.84	90.16	36.98	38.62	2.27	9.70	1.00

District No.	D3
Total Population	71,295
Total Population 18+	54,131
Deviation	-364
Dev. %	-0.508

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic American Indian/ Alaskan Native	Non-Hispanic Asian	Non-Hispanic some other race
Total	15,352	55,943	23,284	25,607	2,524	2,975	697
Total%	21.53	78.47	32.66	35.92	3.54	4.17	0.98
Total18+	10,286	43,845	21,242	17,100	1,874	2,586	546
Total18+%	19.00	81.00	39.24	31.59	3.46	4.78	1.01

District No.	D4

District No.	D4
Total Population	70,324
Total Population 18+	65,151
Deviation	-1,335
Dev. %	-1.863

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic American Indian/ Alaskan Native	Non-Hispanic Asian	Non-Hispanic some other race
Total	4,245	66,079	48,267	9,771	1,139	5,389	910
Total%	6.04	93.96	68.64	13.89	1.62	7.66	1.29
Total18+	3,690	61,461	46,096	8,163	1,016	4,930	812
Total18+%	5.66	94.34	70.75	12.53	1.56	7.57	1.25

District No.	D5
Total Population	73,647
Total Population 18+	58,454
Deviation	1,988
Dev. %	2.774

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic American Indian/ Alaskan Native	Non-Hispanic Asian	Non-Hispanic some other race
Total	6,686	66,961	53,235	7,739	1,496	2,786	1,054

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic American Indian/ Alaskan Native	Non-Hispanic Asian	Non-Hispanic some other race
Total%	9.08	90.92	72.28	10.51	2.03	3.78	1.43
Total18+	4,384	54,070	44,453	5,423	1,142	1,915	762
Total18+%	7.50	92.50	76.05	9.28	1.95	3.28	1.30

District No.	D6
Total Population	72,756
Total Population 18+	58,697
Deviation	1,097
Dev. %	1.531

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic American Indian/ Alaskan Native	Non-Hispanic Asian	Non-Hispanic some other race
Total	4,963	67,793	56,332	6,038	833	3,191	979
Total%	6.82	93.18	77.43	8.30	1.14	4.39	1.35
Total18+	3,436	55,261	47,022	4,332	691	2,261	686
Total18+%	5.85	94.15	80.11	7.38	1.18	3.85	1.17

User: City_of_Minneapolis
Plan: DR_115525pa
wkid: 102100

Date: Mon Feb 28 2022 14:41:01 GMT-0600 (Central Standard Time)
Plan No.: 9de1b11d95dd4e02a2824c139a781738

DistrictCompactnessReport_115525pa

District	Polygon Area (sq. mi)	Perimeter (mi)	Reock	Area/Convex Hull	Grofman	Schwartzberg	Polsby Popper	Holes
Unassigned	0	0	0	0	0	0	0	0
D1	11.78	18.64	0.33	0.84	5.43	1.53	0.43	0
D2	10.18	15.51	0.42	0.9	4.86	1.37	0.53	0
D3	5.72	13.13	0.55	0.76	5.49	1.55	0.42	0
D4	6.92	18.37	0.34	0.73	6.98	1.97	0.26	0
D5	12.2	19.82	0.51	0.8	5.67	1.6	0.39	0
D6	10.71	16.86	0.42	0.88	5.15	1.45	0.47	0

User: City_of_Minneapolis
Plan: DR_115525pa

Date: Mon Feb 28 2022 14:40:11 GMT-0600 (Central Standard Time)
Plan No.: 9de1b11d95dd4e02a2824c139a781738

District Statistical Report

District No.	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)	Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic American Indian/ Alaskan Native	Non-Hispanic Asian	Non-Hispanic some other race
D1	71,592	71,659	-67	-0.09	66,017	47,873	7,947	1,106	7,798	720
					92.21%	66.87%	11.10%	1.54%	10.89%	1.01%
D2	70,340	71,659	-1,319	-1.84	62,648	20,590	30,846	1,593	7,497	713
					89.06%	29.27%	43.85%	2.26%	10.66%	1.01%
D3	71,295	71,659	-364	-0.51	55,943	23,284	25,607	2,524	2,975	697
					78.47%	32.66%	35.92%	3.54%	4.17%	0.98%
D4	70,324	71,659	-1,335	-1.86	66,079	48,267	9,771	1,139	5,389	910
					93.96%	68.64%	13.89%	1.62%	7.66%	1.29%
D5	73,647	71,659	1,988	2.77	66,961	53,235	7,739	1,496	2,786	1,054
					90.92%	72.28%	10.51%	2.03%	3.78%	1.43%
D6	72,756	71,659	1,097	1.53	67,793	56,332	6,038	833	3,191	979
					93.18%	77.43%	8.30%	1.14%	4.39%	1.35%

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

April 12, 2022

Designating and prescribing election precinct boundaries and polling places

WHEREAS, election district boundaries have been redrawn after the federal census; and

WHEREAS, Special School District No. 1 (Minneapolis Public Schools) contracts with the City of Minneapolis Elections Office to administer elections; and

WHEREAS, the Minneapolis City Council has designated new election precinct boundaries and assigned new polling places aligned to the newly drawn election districts; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Special School District No. 1, Minneapolis Public Schools, hereby adopts the election precinct boundaries and polling places (file attachment 2022-0022A), effective beginning with the 2022 primary election; and

FURTHER, BE IT RESOLVED, that the School Board Clerk or their designee is directed to file the election precinct boundaries and polling places with all necessary parties; and

FINALLY, BE IT RESOLVED, that polling place reassignments made by the City of Minneapolis shall be adopted for use by Special School District No. 1 without further approval.

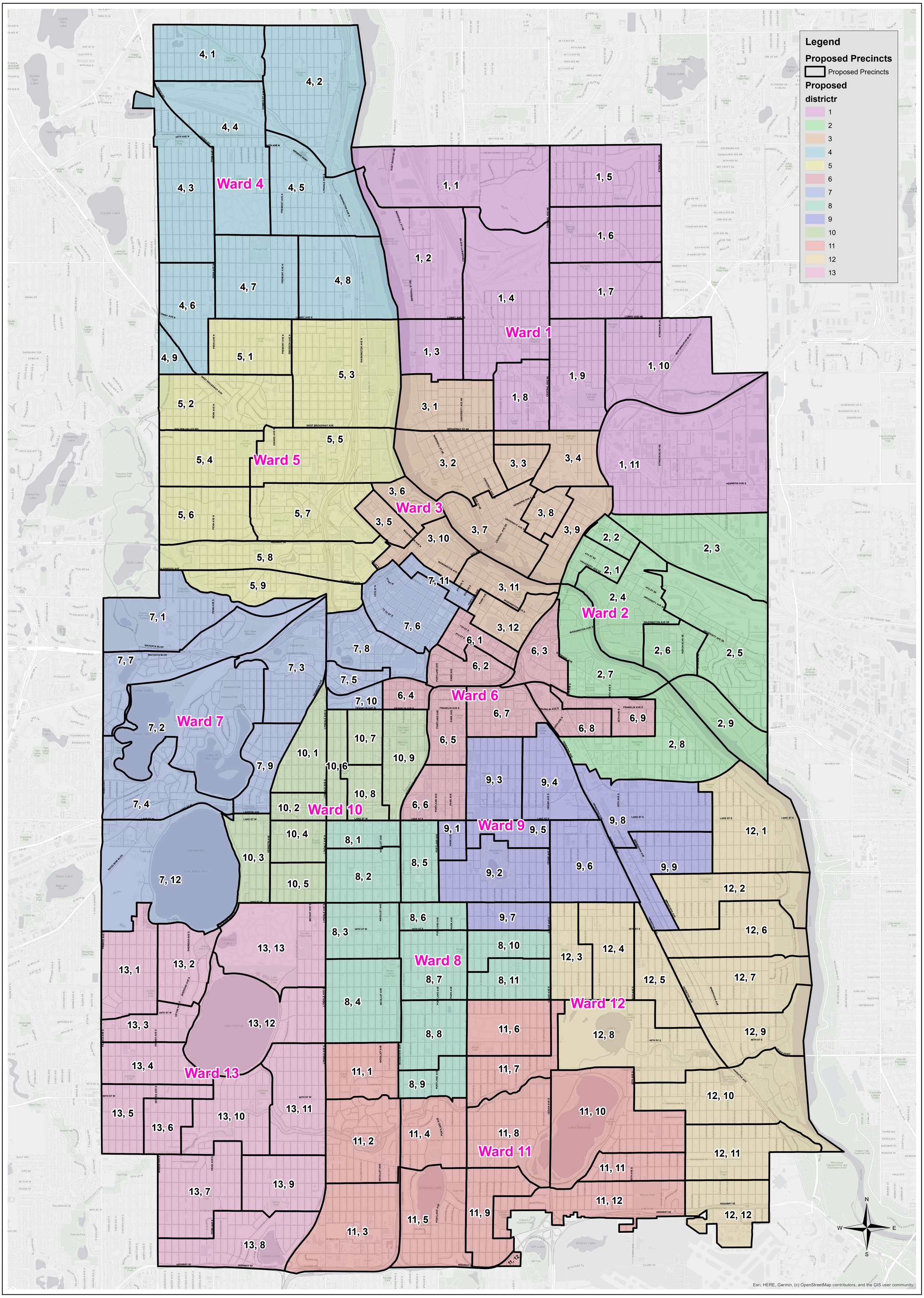
Signed by:

_____ _____

Kim Ellison — Date
Board of Education Chair

_____ _____

Nelson Inz — Date
Board of Education Clerk



March 23rd, 2022

Wards and Election Precincts 2022

0 0.5 1 2 Miles

2022-0022A

Minneapolis GIS
GIS Business Services
310 4th Ave S – Suite 400
Minneapolis, MN 55415
612-673-2431
www.minneapolismn.gov/maps

List of Polling Places 2022 – City of Minneapolis

^^ = operating as combined poll

WARD 1	WARD 2
PRECINCT—	PRECINCT—
1 – Columbia Manor/Golf Club, 3300 Central Ave NE	1 – University Lutheran Church of Hope, 601 13th Ave SE
2 – River Village, 2919 Randolph St NE	2 – University Lutheran Church of Hope, 601 13th Ave SE
3 – East Side Neighborhood Services, 1700 2nd St NE	3 – Van Cleve Park Recreation Center (Multipurpose), 901 15th Ave SE
4 – Edison High School (Gym lobby), 2030 Monroe St NE	4 – Weisman Museum, 333 River Parkway E
5 – Waite Park Recreation Center, 1810 34th Ave NE	5 – Pratt Community School, 66 Malcolm Ave SE
6 – Audubon Park Recreation Center, 1320 29th Ave NE	6 – Grace University Lutheran Church, 324 Harvard St SE
7 – Gustavus Adolphus Lutheran Church, 1509 27th Ave NE	7 – Augsburg University Christensen Center, 720 22nd Ave S
8 – Holland Highrise, 1717 Washington St NE	8 – Matthews Park Recreation Center, 2318 29th Ave S
9 – Northeast Park Recreation Center, 1530 Johnson St NE	9 – St. Frances Cabrini Church, 1500 Franklin Ave SE
10 – Windom Park NE Recreation Center, 2251 Hayes St NE	
11 – Van Cleve Park Recreation Center (Gym), 901 15th Ave SE	

WARD 3	WARD 4
PRECINCT—	PRECINCT—
1 – Grain Belt Bottling House, 79 13th Ave NE	1 – Creekview Park Recreation Center, 5001 Humboldt Ave N
2 – Webster Elementary School, 425 5th St NE	2 – Jenny Lind Elementary School, 5025 Bryant Ave N (park/enter on Dupont Ave N side)
3 – Spring Manor Highrise, 828 Spring St NE	3 – Loring Community School, 2600 44th Ave N
4 – National Guard Armory, 1025 Broadway St NE	4 – Patrick Henry High School (Gym), 4320 Newton Ave N
5 – Twin Cities International School, 277 12th Ave N	5 – Hamilton Manor Highrise, 1314 44th Ave N
6 – Neu Neu Event Center, 514 3rd St N, Ste 101	6 – Lucy Craft Laney School, 3333 Penn Ave ^^
7 – Machine Shop, 300 2nd St SE	7 – Folwell Park Recreation Center, 1615 Dowling Ave N
8 – Marcy Open School, 415 4th Ave SE	8 – Cityview Community School, 3350 4th St N
9 – First Congregational Church of MN, 500 8th Ave SE	9 – Lucy Craft Laney School, 3333 Penn Ave ^^
10 – River Towers Condominiums, 15 1st St S	
11 – Guthrie Theater, 818 2nd St S	
12 – Open Book, 1011 Washington Ave S	

WARD 5	WARD 6
PRECINCT—	PRECINCT—
1 – North Regional Library, 1315 Lowry Ave N	1 – Bethlehem Baptist Church, 720 13th Ave S
2 – Capri Theater, 2027 West Broadway	2 – Elliot Park Recreation Center, 1000 14th St E
3 – Farview Park Recreation Center, 621 29th Ave N	3 – Coyle Community Center, 420 15th Ave S
4 – North Commons Park Recreation Center, 1801 James Ave N	4 – Plymouth Congregational Church, 1900 Nicollet Ave
5 – Franklin Middle School, 1501 Aldrich Ave N	5 – St Mary's University Center, 2540 Park Ave
6 – Lincoln School, 2131 12th Ave N	6 – St Mary's University Center, 2540 Park Ave
7 – Phyllis Wheatley Community Center, 1301 10th Ave N	7 – Phillips Community Center, 2323 11th Ave S
8 – Heritage Commons at Pond's Edge, 350 Van White Memorial Blvd	8 – Heltzer Manor Highrise, 2121 Minnehaha Ave
9 – Harrison Park Recreation Center, 503 Irving Ave N	9 – Seward Towers East, 2910 Franklin Ave E

WARD 7	WARD 8
PRECINCT—	PRECINCT—
1 – Bryn Mawr Community School, 252 Upton Ave S ^^	1 – Horn Towers Highrise, 3121 Pillsbury Ave
2 – Kenwood School, 2013 Penn Ave S	2 – Lyndale Community School, 312 34th St W
3 – Walker Art Center, 725 Vineland Place	3 – Martin Luther King Park (Multipurpose), 4055 Nicollet Ave
4 – Jones Harrison Residence, 3700 Cedar Lake Ave	4 – Martin Luther King Park (Gym), 4055 Nicollet Ave
5 – St Mark's Episcopal Cathedral, 519 Oak Grove St	5 – Central Gym Park Recreation Center, 3450 4th Ave S (4th Ave S entrance)
6 – Westminster Presbyterian Church, 1200 Marquette Ave	6 – Sabathani Community Center, 310 38th St E
7 – Bryn Mawr Community School, 252 Upton Ave S ^^	7 –PICA Head Start/McKnight Center, 4225 3rd Ave S
8 – Emerson Spanish Immersion School, 1421 Spruce Place	8 – St. Joan of Arc, 4537 3rd Ave S
9 – Temple Israel, 2324 Emerson Ave S	9 – St. Joan of Arc, 4537 3rd Ave S
10 – Minnesota Church Center, 122 W Franklin Ave	10 – Bancroft Elementary School, 3829 13th Ave S
11 – Minneapolis Central Library, 300 Nicollet Mall	11 – Bethel Evangelical Lutheran Church, 4120 17th Ave S
12 – Bakken Museum, 3537 Zenith Ave S	

WARD 9	WARD 10
PRECINCT— **1 – Church of Gichitwaa Kateri, 3045 Park Ave** **2 – Powderhorn Park Recreation Center (Gym), 3400 15th Ave S** **3 – Andersen School, 1098 Andersen Lane** **4 – East Phillips Park, 2307 17th Ave S** **5 – Walker Community Church, 3104 16th Ave S** **6 – Corcoran Park Recreation Center, 3334 20th Ave S** **7 – Powderhorn Park Recreation Center (Multipurpose), 3400 15th Ave S** **8 – Holy Trinity Lutheran Church, 2730 31st St E** **9 – Longfellow High School, 3017 E 31st St**	**PRECINCT—** **1 – Ella Baker School – Auditorium (fka Jefferson), 1200 26th St W** **2 – Ella Baker School – Lower Gym (fka Jefferson), 1200 26th St W** **3 – St. Mary's Greek Orthodox Church, 3450 Irving Ave S** **4 – Bryant Square Park, 3101 Bryant Ave S** **5 – First Universalist Church, 3400 Dupont Ave S** **6 – Spring House Ministry Center, 610 W 28th St** **7 – Whittier Park Recreation Center, 425 26th St W ^^** **8 – Whittier Park Recreation Center, 425 26th St W ^^** **9 – Minneapolis College of Art and Design (MCAD), 2501 Stevens Ave**
WARD 11	**WARD 12**
PRECINCT— **1 – Knox Presbyterian Church, 4747 Lyndale Ave S** **2 – Mayflower Church, 106 Diamond Lake Road E** **3 – Windom South Park Recreation Center, 5843 Wentworth Ave S** **4 – Pearl Park Recreation Center, 414 Diamond Lake Road E** **5 – Diamond Lake Lutheran Church, 5760 Portland Ave S** **6 – McRae Park Recreation Center, 906 47th St E** **7 – Hennepin Schools (former St Joe's Home), 1121 46th St E** **8 – Our Lady of Peace Church, 5426 12th Ave S** **9 – The Urban Refuge Church, 5501 Chicago Ave** **10 – Keewaydin Park Recreation Center, 3030 53rd St E** **11 – Crosstown Covenant Church, 5540 30th Ave S** **12 – Wenonah Campus-Lake Nokomis Community School, 5625 23rd Ave S**	**PRECINCT—** **1 – Hiawatha Collegiate High School, 3500 28th St E** **2 – Longfellow Park Recreation Center, 3435 36th Ave S** **3 – Sibley Park Recreation Center, 1900 40th St E** **4 – Roosevelt High School (Gym), 4029 28th Ave S** **5 – St. Helena Catholic Church, 3204 43rd St E** **6 – Howe Elementary School, 3733 43rd Ave S** **7 – St. Peder's Evangelical Lutheran Church, 4600 42nd St E** **8 – Nokomis Community Center, 2401 Minnehaha Parkway E** **9 – Hiawatha School Park Recreation Center, 4305 42nd St E** **10 – Minnehaha United Methodist Church, 3701 50th St E** **11 – Trinity Lutheran Church of Minnehaha Falls, 5212 41st Ave S** **12 – Morris Park Recreation Center, 5531 39th Ave S**
WARD 13	
PRECINCT— **1 – Linden Hills Park Recreation Center, 3100 43rd St W** **2 – St John's Episcopal Church, 4201 Sheridan Ave S** **3 – St Thomas the Apostle (Gym), 2914 W 44th St** **4 – Pershing Park Recreation Center, 3523 48th St W** **5 – Lake Harriet Methodist Church, 4901 Chowen Ave S** **6 – Christ the King Church, 5029 Zenith Ave S** **7 – Armatage Park Recreation Center, 2500 57th St W** **8 – Anthony Middle School, 5757 Irving Ave S** **9 – Kenny Community School, 5720 Emerson Ave S** **10 – Mt. Olivet Lutheran Church, 5025 Knox Ave S** **11 – Lynnhurst Park Recreation Center, 1345 Minnehaha Parkway W** **12 – Sts. Luke & James Episcopal Church, 4557 Colfax Ave S** **13 – Walker Methodist Home, 3737 Bryant Ave S**	**Elections & Voter Services Division** 980 East Hennepin Ave Minneapolis, MN 55414 vote.minneapolismn.gov Call 311 or 612-673-3000 TTY 612-673-2157