

Regular Business Meeting

Tuesday, November 12, 2024 5:30 PM

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

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

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

3)a. September 24, 2024 Special Business Meeting

3)b. October 8, 2024 Regular Business Meeting

4) **Canvass November 5, 2024 General Election Results**

5) **Public Comments**

6) **Election District 3 Finalists Discussion**

7) **Recess**

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

8)a. Presentations and Updates

9) **Policy Committee Report**

9)a. Resolution Repealing Policies 3142, 3179, 3200, 3220, 3294, 3295, 3400, and 3432; Revising Policies 3005, 3170, 3280, 3434, and 3700 (2024-0049)

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

10)a. Approval of the Consent Agenda

10)a.1. Personnel Items

10)a.1.a. Approval of List A personnel matters (2024-11-ER-A)

10)a.1.b. Approval of List B personnel matters (2024-11-ER-B)

10)a.2. Contracts

10)a.2.a. Contract with BerganKDV (2024-4400002712)

10)a.2.b. Contract with Construction Results Corporation (2024-1000247323)

10)a.2.c. Contract with Harris St. Paul, Inc (2024-1000247939)

10)a.2.d. Contract with Heartland Business Systems (2025-4400002724)

10)a.2.e. Amendment to contract 2024-4400002713 with H2i Group

10)a.2.f. Amendment to contract 2024-4400002725 with TKDA

10)a.2.g. Contract with Wold Architects and Engineers (2024-4400002709)

10)a.3. Resolutions

10)a.3.a. Resolution authorizing a temporary construction easement for the City of Minneapolis at Emerson School (2024-0056)

10)a.3.b. Resolution authorizing a temporary construction easement for the City of Minneapolis at Ella Baker School (2024-0057)

10)a.3.c. Authorizing cooperative athletic team actions and filings with Minnesota State High School League (MSHSL)

10)a.3.d. Resolution authorizing withdrawal from the Joint Powers Agreement for the Youth Connections Center (2024-0059)

10)a.4. Miscellaneous

10)a.4.a. Acceptance of Environmental Health and Safety (EH&S) plans and procedures

10)b. Approving a board member's new employment with the school district (2024-0047)

10)c. Approving an amended and restated umbrella shared use agreement with the Minneapolis Park and Recreation Board (2024-0053)

10)d. Resolution Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and American Federation of State, County, and Municipal Employees (AFSCME) Council 5, Local 56 (2024-11-ER-CBA-AFSCME)

10)e. Resolution Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and Minnesota Teamsters Public and Law Enforcement Employees, Local 320 Grounds Employees (2024-11-ER-CBA-GROUNDS)

11) **Announcement of Preferred Candidate for Election District 3 Seat; Approving their Appointment to the School Board**

12) **New Business**

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

14) **Adjournment**

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

**SPECIAL MEETING
SEPTEMBER 24, 2024**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on September 24, 2024.

Chair Collin Beachy called the meeting to order at 7:03 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Adriana Cerrillo, Lori Norvell, Collin Beachy, Kim Ellison (5); Ex Officio members Superintendent Dr. Lisa Sayles-Adams, Student Representative Peralta (2)

Absent: Directors Sharon El-Amin, Ira Jourdain, Joyner Emerick (3), Ex Officio member Student Representative Rounds (1)

APPROVAL OF AGENDA

Ellison moved to approve the agenda.

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

Aye: Abdi, Cerrillo, Norvell, Beachy, Ellison (5)

Nay: (0)

Abstain: (0)

Absent: El-Amin, Jourdain, Emerick (3)

Resolution Approving a Process and Timeline to Fill a Vacant Board Seat (2024-0050)

Norvell moved to approve Resolution 2024-0050, Approving a Process and Timeline to Fill a Vacant Board Seat.

Cerrillo moved to amend Resolution 2024-0050 to make the following changes:

Amendment 1

Insert after resolved clause after #2 on resolution:

“Each Board member may nominate up to 1 finalist (candidate) by 10/29/2024 for a public interview (for a total of up to 8) to take place on 11/7/2024 asking three questions (2 questions to come from the Board Chair and Vice-Chair and 1 from the Student Representatives)”

On a voice vote, the motion on amendment 1 to Resolution 2024-0050 was adopted with the following result:

Aye: Abdi, Cerrillo, Beachy, Ellison (4)
Nay: Norvell (1)
Abstain: (0)
Absent: El-Amin, Jourdain, Emerick (3)

Norvell moved to amend Resolution 2024-0050 to make the following changes:

Amendment 2

Strike letter “3a”, “3b” and the header of “3c”

On a voice vote, the motion on amendment 2 to Resolution 2024-0050 was adopted with the following result:

Aye: Abdi, Cerrillo, Norvell, Beachy, Ellison (5)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Jourdain, Emerick (3)

On a voice vote, the motion to approve Resolution 2024-0050, as amended, was adopted with the following result:

Aye: Abdi, Cerrillo, Norvell, Beachy, Ellison (5)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Jourdain, Emerick (2)

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 8:50 p.m.

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=655647>
- Minutes approved: November 12, 2024

Attachments: *(added upon approval of minutes)*

- Resolution approving a process and timeline to fill a vacant board seat (2024-0050)

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

DRAFT

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

**REGULAR BUSINESS MEETING
OCTOBER 8, 2024**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on October 8, 2024.

Chair Collin Beachy called the meeting to order at 5:30 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Adriana Cerrillo, Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison (6); Ex Officio members Superintendent Dr. Lisa Sayles-Adams, Student Representative Peralta (2)

Absent: Directors Sharon El-Amin, Joyner Emerick (2); Ex Officio member Student Representative Rounds (1)

APPROVAL OF AGENDA

Ellison moved to approve the agenda.

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)

Nay: (0)

Abstain: (0)

Absent: El-Amin, Emerick (2)

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the September 10, 2024 Regular Business Meeting.

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)

Nay: (0)

Abstain: (0)

Absent: El-Amin, Emerick (2)

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A 10-minute recess was taken.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

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

- a. Presentation and Updates
 - Superintendent's Update

No votes or action was taken on these informational items.

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

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

1. Personnel Items
 - a. Approval of List A personnel matters (2024-10-ER-A)
 - b. Approval of List B personnel matters (2024-10-ER-B)
2. Contracts
 - a. Amendment to contract 2024-13853 with Braun Intertec
 - b. Contract with EPS Operations, LLC 2024-4400002657
 - c. Contract with Johnson Litho Graphics (2024-4400002643)
 - d. Contract with Kognity 2024-4400002658
 - e. Amendment to contract 2024-4400002406 with Matrix Communications, Inc
 - f. Contract with N2Y, LLC (2025-4400002612)
 - g. Contract with Parallel Technologies, Inc (2024-4400002641)
 - h. Amendment to contract 4400002343 with PYC
 - i. Contract with Trane U.S. Inc (2024-4400002647)
 - j. Contract with Tyler Technologies (2024-4400002651)
 - k. Contract with School Specialty (2025-4400002670)
 - l. Contract with Vitality Group, LLC (2025-4400002652)
 - m. Amendment to contract 4400002371-2024 with Wilson Language Training Corp

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Emerick (2)

Resolution Repealing Policy 6524 and Adopting Policy 6255 (2024-0048)

Norvell moved to approve Resolution 2024-0048, Repealing Policy 6524 and Adopting Policy 6255.

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Emerick (2)

Approving a purchase agreement with The Link for MPS real estate property (former Gordon and Willard Schools) (2024-0046)

Ellison moved to approve Resolution 2024-0046, Approving a purchase agreement with The Link for MPS real estate property (former Gordon and Willard Schools).

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Emerick (2)

Resolution Appointing Members to a Spanish Dual Immersion Task Force (2024-0052)

Ellison moved to approve Resolution 2024-0052, Appointing Members to a Spanish Dual Immersion Task Force.

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Emerick (2)

Resolution Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Association of Minneapolis District Professional Employees (2024-10-ER-CBA-AMP)

Abdi moved to approve Resolution 2024-10-ER-CBA-AMP, Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Association of Minneapolis District Professional Employees.

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)

Nay: (0)

Abstain: (0)

Absent: El-Amin, Emerick (2)

Resolution Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Minneapolis Association of Administrators and Supervisors (2024-10-ER-CBA-MAAS)

Ellison moved to approve Resolution 2024-10-ER-CBA-MAAS, Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Minneapolis Association of Administrators and Supervisors.

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)

Nay: (0)

Abstain: (0)

Absent: El-Amin, Emerick (2)

Resolution Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Minneapolis Association of Confidential Administrators (2024-10-ER-CBA-MACA)

Abdi moved to approve Resolution 2024-10-ER-CBA-MACA, Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Minneapolis Association of Confidential Administrators.

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)

Nay: (0)

Abstain: (0)

Absent: El-Amin, Emerick (2)

Resolution Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and Minnesota Teamsters Public and Law Enforcement Employees, Local 320 Transportation Employees (2024-10-ER-CBA-DRIVERS)

Ellison moved to approve Resolution 2024-10-ER-CBA-DRIVERS, Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and Minnesota Teamsters Public and Law Enforcement Employees, Local 320 Transportation Employees.

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison (6)

Nay: (0)

Abstain: (0)

Absent: El-Amin, Emerick (2)

NEW BUSINESS

No new business.

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Student Representative Peralta
- Abdi
- Norvell
- Cerrillo
- Ellison
- Beachy

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 7:09 p.m.

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=657042>
- Minutes approved: November 12, 2024

Attachments: *(added upon approval of minutes)*

- Resolution Repealing Policy 6524 and Adopting Policy 6255 (2024-0048)
- Resolution Approving a purchase agreement with The Link for MPS real estate property (former Gordon and Willard Schools) (2024-0046)
- Resolution Appointing Members to a Spanish Dual Immersion Task Force (2024-0052)
- Resolution Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Association of Minneapolis District Professional Employees (2024-10-ER-CBA-AMP)
- Resolution Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Minneapolis Association of Administrators and Supervisors (2024-10-ER-CBA-MAAS)
- Resolution Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Minneapolis Association of Confidential Administrators (2024-10-ER-CBA-MACA)
- Resolution Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and Minnesota Teamsters Public and Law Enforcement Employees, Local 320 Transportation Employees (2024-10-ER-CBA-DRIVERS)

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-0054
November 12, 2024

**Resolution Canvassing the Votes for the November 5, 2024 General Election for the offices of
School Board Member At Large, School Board Member District 2, School Board Member
District 4, School Board Member District 6 and School District Question 1 for Minneapolis
Special School District No.1**

WHEREAS, the State Statutes provide for a School District Election on the first Tuesday after the first Monday in November; and

WHEREAS, a School District General Election was duly held on November 5, 2024; and

WHEREAS, the School District canvassed the vote totals in accordance with State Statutes; and

WHEREAS, the canvassed votes are as follows:

School Board Member at Large (SSD #1)		
<i>Candidate</i>	<i>Votes</i>	<i>%</i>
Kim Ellison	95,794	57.73%
Shayla Owodunni	68,818	41.47%
WRITE-IN	1,327	0.80%

School Board Member District 2 (SSD #1)		
<i>Candidate</i>	<i>Votes</i>	<i>%</i>
Sharon El-Amin	15,208	97.43%
WRITE-IN	401	2.57%

School Board Member District 4 (SSD #1)		
<i>Candidate</i>	<i>Votes</i>	<i>%</i>
Adriana Cerrillo	23,670	98.24%
WRITE-IN	424	1.76%

School Board Member District 6 (SSD #1)		
<i>Candidate</i>	<i>Votes</i>	<i>%</i>
Lara Bergman	14,022	37.41%
Greta Callahan	23,266	62.08%
WRITE-IN	190	0.51%

School District Question (SSD#1)		
Yes/No	Votes	%
Yes	126,924	66.35%
No	64,366	33.65%

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) that said election returns are hereby canvassed and that the number of votes received by each candidate voted upon at the said election is hereby attached, and determined the noted candidates as hereby elected to the office opposite their respective names for the term stated:

TERM OF OFFICE: January 2025 to January 2029

OFFICE	ELECTED
School Board Member at Large	Kim Ellison
School Board Member District 2	Sharon El-Amin
School Board Member District 4	Adriana Cerrillo
School Board Member District 6	Greta Callahan

FURTHER BE IT RESOLVED, by the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) that said election returns are hereby canvassed and that the number of votes received on the School District Question voted upon at the said election is hereby attached, and the outcome is as follows:

QUESTION	OUTCOME
Revoking Existing Technology Capital Project Levy Authorization; Approving New Authorization	APPROVED (YES)

ADOPTED this 12th day of November 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0054)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

Abstract of Votes Cast
Special School District No. 1 (MINNEAPOLIS)
State of Minnesota
at the State General Election
Held Tuesday, November 5, 2024

Compiled from the Official Returns.

Summary of Totals
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Number of persons registered as of 7 a.m.	254,871
Number of persons registered on Election Day	26,129
Number of accepted regular, military, and overseas absentee ballots and mail ballots	85,147
Number of federal office only absentee ballots	1,310
Number of presidential absentee ballots	8
Total number of persons voting	219,417

Summary of Totals
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

School Board Member At Large (SSD #1)

NP Shayla Owodunni 68818	NP Kim Ellison 95794	WI WRITE-IN 1327
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School Board Member District 2 (SSD #1)

NP Sharon El-Amin 15208	WI WRITE-IN 401
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School Board Member District 4 (SSD #1)

NP Adriana Cerrillo 23670	WI WRITE-IN 424
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School Board Member District 6 (SSD #1)

NP Lara Bergman 14022	NP Greta Callahan 23266	WI WRITE-IN 190
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SCHOOL DISTRICT QUESTION 1 (SSD #1)

NP YES 126924	NP NO 64366
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Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: School Board Member At Large (SSD #1)

Precinct	NP Shayla Owodunni	NP Kim Ellison	WI WRITE-IN
27 1360 : MINNEAPOLIS W-1 P-01	277	373	5
27 1365 : MINNEAPOLIS W-1 P-02	267	437	3
27 1370 : MINNEAPOLIS W-1 P-03	227	360	3
27 1375 : MINNEAPOLIS W-1 P-04	807	907	20
27 1380 : MINNEAPOLIS W-1 P-05	557	985	16
27 1385 : MINNEAPOLIS W-1 P-06	727	1184	16
27 1390 : MINNEAPOLIS W-1 P-07	943	1070	21
27 1395 : MINNEAPOLIS W-1 P-08	399	512	11
27 1400 : MINNEAPOLIS W-1 P-09	692	847	13
27 1405 : MINNEAPOLIS W-1 P-10	561	784	8
27 1410 : MINNEAPOLIS W-1 P-11	681	649	17
27 1415 : MINNEAPOLIS W-2 P-01	519	364	22
27 1420 : MINNEAPOLIS W-2 P-02	310	323	10
27 1425 : MINNEAPOLIS W-2 P-03	396	456	17
27 1430 : MINNEAPOLIS W-2 P-04	183	182	12
27 1435 : MINNEAPOLIS W-2 P-05	637	980	15
27 1440 : MINNEAPOLIS W-2 P-06	788	559	22
27 1445 : MINNEAPOLIS W-2 P-07	257	241	10
27 1450 : MINNEAPOLIS W-2 P-08	562	801	8
27 1455 : MINNEAPOLIS W-2 P-09	200	295	3
27 1460 : MINNEAPOLIS W-3 P-01	633	706	10
27 1465 : MINNEAPOLIS W-3 P-02	581	812	7
27 1470 : MINNEAPOLIS W-3 P-03	272	393	3
27 1475 : MINNEAPOLIS W-3 P-04	346	380	8
27 1480 : MINNEAPOLIS W-3 P-05	573	880	11
27 1485 : MINNEAPOLIS W-3 P-06	491	764	12

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: School Board Member At Large (SSD #1)

Precinct	NP Shayla Owodunni	NP Kim Ellison	WI WRITE-IN
27 1490 : MINNEAPOLIS W-3 P-07	1223	1623	17
27 1495 : MINNEAPOLIS W-3 P-08	485	442	11
27 1500 : MINNEAPOLIS W-3 P-09	458	433	11
27 1505 : MINNEAPOLIS W-3 P-10	709	1111	14
27 1510 : MINNEAPOLIS W-3 P-11	573	827	3
27 1515 : MINNEAPOLIS W-3 P-12	618	692	8
27 1520 : MINNEAPOLIS W-4 P-01	427	657	17
27 1525 : MINNEAPOLIS W-4 P-02	598	884	9
27 1530 : MINNEAPOLIS W-4 P-03	820	1377	19
27 1535 : MINNEAPOLIS W-4 P-04	382	463	9
27 1540 : MINNEAPOLIS W-4 P-05	367	672	9
27 1545 : MINNEAPOLIS W-4 P-06	378	664	16
27 1550 : MINNEAPOLIS W-4 P-07	569	1021	12
27 1555 : MINNEAPOLIS W-4 P-08	289	491	8
27 1560 : MINNEAPOLIS W-4 P-09	49	86	0
27 1565 : MINNEAPOLIS W-5 P-01	276	546	8
27 1570 : MINNEAPOLIS W-5 P-02	552	764	17
27 1575 : MINNEAPOLIS W-5 P-03	416	614	15
27 1580 : MINNEAPOLIS W-5 P-04	431	801	6
27 1585 : MINNEAPOLIS W-5 P-05	328	524	7
27 1590 : MINNEAPOLIS W-5 P-06	374	645	9
27 1595 : MINNEAPOLIS W-5 P-07	264	395	11
27 1600 : MINNEAPOLIS W-5 P-08	220	386	7
27 1605 : MINNEAPOLIS W-5 P-09	290	355	6
27 1610 : MINNEAPOLIS W-6 P-01	381	480	12
27 1615 : MINNEAPOLIS W-6 P-02	544	738	14
27 1620 : MINNEAPOLIS W-6 P-03	275	591	12
27 1625 : MINNEAPOLIS W-6 P-04	411	464	8

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: School Board Member At Large (SSD #1)

Precinct	NP Shayla Owodunni	NP Kim Ellison	WI WRITE-IN
27 1630 : MINNEAPOLIS W-6 P-05	209	371	8
27 1635 : MINNEAPOLIS W-6 P-06	172	339	10
27 1640 : MINNEAPOLIS W-6 P-07	240	422	14
27 1645 : MINNEAPOLIS W-6 P-08	243	295	2
27 1650 : MINNEAPOLIS W-6 P-09	330	531	5
27 1655 : MINNEAPOLIS W-7 P-01	382	584	5
27 1660 : MINNEAPOLIS W-7 P-02	442	665	11
27 1665 : MINNEAPOLIS W-7 P-03	773	919	14
27 1670 : MINNEAPOLIS W-7 P-04	662	1180	19
27 1675 : MINNEAPOLIS W-7 P-05	628	697	11
27 1680 : MINNEAPOLIS W-7 P-06	516	445	13
27 1685 : MINNEAPOLIS W-7 P-07	286	533	3
27 1690 : MINNEAPOLIS W-7 P-08	922	1554	26
27 1695 : MINNEAPOLIS W-7 P-09	622	863	15
27 1700 : MINNEAPOLIS W-7 P-10	221	267	2
27 1705 : MINNEAPOLIS W-7 P-11	164	224	3
27 1710 : MINNEAPOLIS W-7 P-12	439	684	8
27 1715 : MINNEAPOLIS W-8 P-01	254	334	1
27 1720 : MINNEAPOLIS W-8 P-02	860	1017	7
27 1725 : MINNEAPOLIS W-8 P-03	750	945	7
27 1730 : MINNEAPOLIS W-8 P-04	933	1402	13
27 1735 : MINNEAPOLIS W-8 P-05	284	406	9
27 1740 : MINNEAPOLIS W-8 P-06	239	249	2
27 1745 : MINNEAPOLIS W-8 P-07	554	675	6
27 1750 : MINNEAPOLIS W-8 P-08	532	771	8
27 1755 : MINNEAPOLIS W-8 P-09	297	528	3
27 1760 : MINNEAPOLIS W-8 P-10	432	564	3
27 1765 : MINNEAPOLIS W-8 P-11	457	559	11

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: School Board Member At Large (SSD #1)

Precinct	NP Shayla Owodunni	NP Kim Ellison	WI WRITE-IN
27 1770 : MINNEAPOLIS W-9 P-01	175	194	5
27 1775 : MINNEAPOLIS W-9 P-02	910	895	14
27 1780 : MINNEAPOLIS W-9 P-03	390	563	13
27 1785 : MINNEAPOLIS W-9 P-04	333	459	4
27 1790 : MINNEAPOLIS W-9 P-05	298	341	3
27 1795 : MINNEAPOLIS W-9 P-06	716	802	15
27 1800 : MINNEAPOLIS W-9 P-07	363	566	5
27 1805 : MINNEAPOLIS W-9 P-08	515	574	15
27 1810 : MINNEAPOLIS W-9 P-09	564	725	9
27 1815 : MINNEAPOLIS W-10 P-01	1179	1042	16
27 1820 : MINNEAPOLIS W-10 P-02	758	566	11
27 1825 : MINNEAPOLIS W-10 P-03	749	828	6
27 1830 : MINNEAPOLIS W-10 P-04	631	571	10
27 1835 : MINNEAPOLIS W-10 P-05	704	803	14
27 1840 : MINNEAPOLIS W-10 P-06	692	779	9
27 1845 : MINNEAPOLIS W-10 P-07	489	446	3
27 1850 : MINNEAPOLIS W-10 P-08	247	280	2
27 1855 : MINNEAPOLIS W-10 P-09	711	620	8
27 1860 : MINNEAPOLIS W-11 P-01	488	790	4
27 1865 : MINNEAPOLIS W-11 P-02	575	1064	12
27 1870 : MINNEAPOLIS W-11 P-03	547	944	7
27 1875 : MINNEAPOLIS W-11 P-04	423	727	7
27 1880 : MINNEAPOLIS W-11 P-05	538	704	15
27 1885 : MINNEAPOLIS W-11 P-06	376	737	4
27 1890 : MINNEAPOLIS W-11 P-07	467	748	4
27 1895 : MINNEAPOLIS W-11 P-08	703	1159	14
27 1900 : MINNEAPOLIS W-11 P-09	527	809	15
27 1905 : MINNEAPOLIS W-11 P-10	458	640	8

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: School Board Member At Large (SSD #1)

Precinct	NP Shayla Owodunni	NP Kim Ellison	WI WRITE-IN
27 1910 : MINNEAPOLIS W-11 P-11	351	507	7
27 1915 : MINNEAPOLIS W-11 P-12	509	826	11
27 1920 : MINNEAPOLIS W-12 P-01	807	1259	12
27 1925 : MINNEAPOLIS W-12 P-02	666	1004	8
27 1930 : MINNEAPOLIS W-12 P-03	494	695	7
27 1935 : MINNEAPOLIS W-12 P-04	777	958	14
27 1940 : MINNEAPOLIS W-12 P-05	456	518	7
27 1945 : MINNEAPOLIS W-12 P-06	647	1011	7
27 1950 : MINNEAPOLIS W-12 P-07	806	1257	14
27 1955 : MINNEAPOLIS W-12 P-08	542	876	7
27 1960 : MINNEAPOLIS W-12 P-09	547	735	6
27 1965 : MINNEAPOLIS W-12 P-10	625	1130	11
27 1970 : MINNEAPOLIS W-12 P-11	787	1068	20
27 1975 : MINNEAPOLIS W-12 P-12	269	468	6
27 1980 : MINNEAPOLIS W-13 P-01	502	1011	7
27 1985 : MINNEAPOLIS W-13 P-02	362	740	8
27 1990 : MINNEAPOLIS W-13 P-03	515	789	11
27 1995 : MINNEAPOLIS W-13 P-04	426	823	8
27 2000 : MINNEAPOLIS W-13 P-05	543	848	4
27 2005 : MINNEAPOLIS W-13 P-06	328	515	5
27 2010 : MINNEAPOLIS W-13 P-07	741	1212	9
27 2015 : MINNEAPOLIS W-13 P-08	607	935	4
27 2020 : MINNEAPOLIS W-13 P-09	537	831	7
27 2025 : MINNEAPOLIS W-13 P-10	606	969	8
27 2030 : MINNEAPOLIS W-13 P-11	702	1262	14
27 2035 : MINNEAPOLIS W-13 P-12	290	525	3
27 2040 : MINNEAPOLIS W-13 P-13	414	633	13

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: School Board Member At Large (SSD #1)

Total:	68818	95794	1327
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Office Title: School Board Member District 2 (SSD #1)

Precinct	NP Sharon El-Amin	WI WRITE-IN
27 1480 : MINNEAPOLIS W-3 P-05	1213	28
27 1520 : MINNEAPOLIS W-4 P-01	870	24
27 1525 : MINNEAPOLIS W-4 P-02	1075	26
27 1530 : MINNEAPOLIS W-4 P-03	1060	38
27 1535 : MINNEAPOLIS W-4 P-04	665	19
27 1540 : MINNEAPOLIS W-4 P-05	822	20
27 1545 : MINNEAPOLIS W-4 P-06	836	25
27 1550 : MINNEAPOLIS W-4 P-07	1295	28
27 1555 : MINNEAPOLIS W-4 P-08	637	20
27 1560 : MINNEAPOLIS W-4 P-09	107	2
27 1565 : MINNEAPOLIS W-5 P-01	654	20
27 1570 : MINNEAPOLIS W-5 P-02	1106	36
27 1575 : MINNEAPOLIS W-5 P-03	812	27
27 1580 : MINNEAPOLIS W-5 P-04	995	17
27 1585 : MINNEAPOLIS W-5 P-05	683	18
27 1590 : MINNEAPOLIS W-5 P-06	819	20
27 1595 : MINNEAPOLIS W-5 P-07	562	9
27 1600 : MINNEAPOLIS W-5 P-08	479	12
27 1605 : MINNEAPOLIS W-5 P-09	518	12
Total:	15208	401

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: School Board Member District 4 (SSD #1)

Precinct	NP	WI
	Adriana Cerrillo	WRITE-IN
27 1485 : MINNEAPOLIS W-3 P-06	1033	13
27 1490 : MINNEAPOLIS W-3 P-07	2257	33
27 1495 : MINNEAPOLIS W-3 P-08	728	10
27 1500 : MINNEAPOLIS W-3 P-09	726	14
27 1505 : MINNEAPOLIS W-3 P-10	1445	25
27 1510 : MINNEAPOLIS W-3 P-11	1107	9
27 1515 : MINNEAPOLIS W-3 P-12	1051	14
27 1610 : MINNEAPOLIS W-6 P-01	704	16
27 1615 : MINNEAPOLIS W-6 P-02	1004	33
27 1625 : MINNEAPOLIS W-6 P-04	663	18
27 1655 : MINNEAPOLIS W-7 P-01	738	13
27 1660 : MINNEAPOLIS W-7 P-02	780	20
27 1665 : MINNEAPOLIS W-7 P-03	1278	22
27 1675 : MINNEAPOLIS W-7 P-05	1067	22
27 1680 : MINNEAPOLIS W-7 P-06	746	25
27 1685 : MINNEAPOLIS W-7 P-07	615	10
27 1690 : MINNEAPOLIS W-7 P-08	2008	27
27 1695 : MINNEAPOLIS W-7 P-09	1108	26
27 1700 : MINNEAPOLIS W-7 P-10	388	5
27 1705 : MINNEAPOLIS W-7 P-11	311	7
27 1815 : MINNEAPOLIS W-10 P-01	1677	33
27 1820 : MINNEAPOLIS W-10 P-02	1110	14
27 1840 : MINNEAPOLIS W-10 P-06	1126	15
Total:	23670	424

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: School Board Member District 6 (SSD #1)

Precinct	NP Lara Bergman	NP Greta Callahan	WI WRITE-IN
27 1670 : MINNEAPOLIS W-7 P-04	761	1027	14
27 1710 : MINNEAPOLIS W-7 P-12	365	715	7
27 1715 : MINNEAPOLIS W-8 P-01	246	311	4
27 1720 : MINNEAPOLIS W-8 P-02	560	1311	9
27 1725 : MINNEAPOLIS W-8 P-03	594	1150	11
27 1730 : MINNEAPOLIS W-8 P-04	749	1695	11
27 1825 : MINNEAPOLIS W-10 P-03	559	1030	8
27 1830 : MINNEAPOLIS W-10 P-04	364	848	10
27 1835 : MINNEAPOLIS W-10 P-05	447	1097	13
27 1860 : MINNEAPOLIS W-11 P-01	468	887	5
27 1865 : MINNEAPOLIS W-11 P-02	650	1064	15
27 1870 : MINNEAPOLIS W-11 P-03	650	842	9
27 1980 : MINNEAPOLIS W-13 P-01	665	970	3
27 1985 : MINNEAPOLIS W-13 P-02	541	646	5
27 1990 : MINNEAPOLIS W-13 P-03	504	873	5
27 1995 : MINNEAPOLIS W-13 P-04	452	892	6
27 2000 : MINNEAPOLIS W-13 P-05	578	882	3
27 2005 : MINNEAPOLIS W-13 P-06	389	516	6
27 2010 : MINNEAPOLIS W-13 P-07	935	1152	8
27 2015 : MINNEAPOLIS W-13 P-08	598	1074	4
27 2020 : MINNEAPOLIS W-13 P-09	476	997	4
27 2025 : MINNEAPOLIS W-13 P-10	747	960	7
27 2030 : MINNEAPOLIS W-13 P-11	1035	1071	6
27 2035 : MINNEAPOLIS W-13 P-12	349	518	3
27 2040 : MINNEAPOLIS W-13 P-13	340	738	14
Total:	14022	23266	190

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: SCHOOL DISTRICT QUESTION 1 (SSD #1)

Precinct	NP YES	NP NO
27 1360 : MINNEAPOLIS W-1 P-01	470	300
27 1365 : MINNEAPOLIS W-1 P-02	490	326
27 1370 : MINNEAPOLIS W-1 P-03	432	244
27 1375 : MINNEAPOLIS W-1 P-04	1325	694
27 1380 : MINNEAPOLIS W-1 P-05	1098	715
27 1385 : MINNEAPOLIS W-1 P-06	1504	761
27 1390 : MINNEAPOLIS W-1 P-07	1581	773
27 1395 : MINNEAPOLIS W-1 P-08	735	323
27 1400 : MINNEAPOLIS W-1 P-09	1257	564
27 1405 : MINNEAPOLIS W-1 P-10	985	580
27 1410 : MINNEAPOLIS W-1 P-11	1072	538
27 1415 : MINNEAPOLIS W-2 P-01	566	541
27 1420 : MINNEAPOLIS W-2 P-02	391	387
27 1425 : MINNEAPOLIS W-2 P-03	668	356
27 1430 : MINNEAPOLIS W-2 P-04	281	225
27 1435 : MINNEAPOLIS W-2 P-05	1388	499
27 1440 : MINNEAPOLIS W-2 P-06	883	726
27 1445 : MINNEAPOLIS W-2 P-07	349	237
27 1450 : MINNEAPOLIS W-2 P-08	1210	360
27 1455 : MINNEAPOLIS W-2 P-09	442	136
27 1460 : MINNEAPOLIS W-3 P-01	1120	497
27 1465 : MINNEAPOLIS W-3 P-02	1127	519
27 1470 : MINNEAPOLIS W-3 P-03	517	253
27 1475 : MINNEAPOLIS W-3 P-04	559	310
27 1480 : MINNEAPOLIS W-3 P-05	1074	724
27 1485 : MINNEAPOLIS W-3 P-06	1026	570
27 1490 : MINNEAPOLIS W-3 P-07	2376	1100
27 1495 : MINNEAPOLIS W-3 P-08	753	311

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: SCHOOL DISTRICT QUESTION 1 (SSD #1)

Precinct	NP YES	NP NO
27 1500 : MINNEAPOLIS W-3 P-09	756	324
27 1505 : MINNEAPOLIS W-3 P-10	1357	877
27 1510 : MINNEAPOLIS W-3 P-11	1165	580
27 1515 : MINNEAPOLIS W-3 P-12	995	595
27 1520 : MINNEAPOLIS W-4 P-01	563	664
27 1525 : MINNEAPOLIS W-4 P-02	840	911
27 1530 : MINNEAPOLIS W-4 P-03	1520	1061
27 1535 : MINNEAPOLIS W-4 P-04	513	479
27 1540 : MINNEAPOLIS W-4 P-05	581	565
27 1545 : MINNEAPOLIS W-4 P-06	651	527
27 1550 : MINNEAPOLIS W-4 P-07	893	857
27 1555 : MINNEAPOLIS W-4 P-08	396	453
27 1560 : MINNEAPOLIS W-4 P-09	97	50
27 1565 : MINNEAPOLIS W-5 P-01	436	474
27 1570 : MINNEAPOLIS W-5 P-02	782	650
27 1575 : MINNEAPOLIS W-5 P-03	556	553
27 1580 : MINNEAPOLIS W-5 P-04	725	616
27 1585 : MINNEAPOLIS W-5 P-05	500	385
27 1590 : MINNEAPOLIS W-5 P-06	549	528
27 1595 : MINNEAPOLIS W-5 P-07	362	344
27 1600 : MINNEAPOLIS W-5 P-08	417	261
27 1605 : MINNEAPOLIS W-5 P-09	436	276
27 1610 : MINNEAPOLIS W-6 P-01	628	454
27 1615 : MINNEAPOLIS W-6 P-02	856	631
27 1620 : MINNEAPOLIS W-6 P-03	474	203
27 1625 : MINNEAPOLIS W-6 P-04	662	321
27 1630 : MINNEAPOLIS W-6 P-05	360	243
27 1635 : MINNEAPOLIS W-6 P-06	360	176

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: SCHOOL DISTRICT QUESTION 1 (SSD #1)

Precinct	NP YES	NP NO
27 1640 : MINNEAPOLIS W-6 P-07	371	289
27 1645 : MINNEAPOLIS W-6 P-08	442	156
27 1650 : MINNEAPOLIS W-6 P-09	635	199
27 1655 : MINNEAPOLIS W-7 P-01	774	360
27 1660 : MINNEAPOLIS W-7 P-02	836	507
27 1665 : MINNEAPOLIS W-7 P-03	1373	621
27 1670 : MINNEAPOLIS W-7 P-04	1460	827
27 1675 : MINNEAPOLIS W-7 P-05	1051	506
27 1680 : MINNEAPOLIS W-7 P-06	744	458
27 1685 : MINNEAPOLIS W-7 P-07	640	337
27 1690 : MINNEAPOLIS W-7 P-08	2108	811
27 1695 : MINNEAPOLIS W-7 P-09	1315	465
27 1700 : MINNEAPOLIS W-7 P-10	365	183
27 1705 : MINNEAPOLIS W-7 P-11	271	195
27 1710 : MINNEAPOLIS W-7 P-12	885	485
27 1715 : MINNEAPOLIS W-8 P-01	377	199
27 1720 : MINNEAPOLIS W-8 P-02	1564	559
27 1725 : MINNEAPOLIS W-8 P-03	1487	482
27 1730 : MINNEAPOLIS W-8 P-04	2022	657
27 1735 : MINNEAPOLIS W-8 P-05	459	267
27 1740 : MINNEAPOLIS W-8 P-06	352	191
27 1745 : MINNEAPOLIS W-8 P-07	958	428
27 1750 : MINNEAPOLIS W-8 P-08	943	511
27 1755 : MINNEAPOLIS W-8 P-09	677	278
27 1760 : MINNEAPOLIS W-8 P-10	803	299
27 1765 : MINNEAPOLIS W-8 P-11	812	363
27 1770 : MINNEAPOLIS W-9 P-01	280	125
27 1775 : MINNEAPOLIS W-9 P-02	1463	529

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: SCHOOL DISTRICT QUESTION 1 (SSD #1)

Precinct	NP YES	NP NO
27 1780 : MINNEAPOLIS W-9 P-03	636	391
27 1785 : MINNEAPOLIS W-9 P-04	489	338
27 1790 : MINNEAPOLIS W-9 P-05	520	181
27 1795 : MINNEAPOLIS W-9 P-06	1163	554
27 1800 : MINNEAPOLIS W-9 P-07	734	294
27 1805 : MINNEAPOLIS W-9 P-08	892	382
27 1810 : MINNEAPOLIS W-9 P-09	1020	487
27 1815 : MINNEAPOLIS W-10 P-01	2002	611
27 1820 : MINNEAPOLIS W-10 P-02	1054	508
27 1825 : MINNEAPOLIS W-10 P-03	1338	522
27 1830 : MINNEAPOLIS W-10 P-04	1047	363
27 1835 : MINNEAPOLIS W-10 P-05	1290	466
27 1840 : MINNEAPOLIS W-10 P-06	1276	411
27 1845 : MINNEAPOLIS W-10 P-07	769	312
27 1850 : MINNEAPOLIS W-10 P-08	427	163
27 1855 : MINNEAPOLIS W-10 P-09	1095	432
27 1860 : MINNEAPOLIS W-11 P-01	1061	408
27 1865 : MINNEAPOLIS W-11 P-02	1317	620
27 1870 : MINNEAPOLIS W-11 P-03	1045	635
27 1875 : MINNEAPOLIS W-11 P-04	979	366
27 1880 : MINNEAPOLIS W-11 P-05	892	568
27 1885 : MINNEAPOLIS W-11 P-06	867	398
27 1890 : MINNEAPOLIS W-11 P-07	1034	378
27 1895 : MINNEAPOLIS W-11 P-08	1563	640
27 1900 : MINNEAPOLIS W-11 P-09	1029	543
27 1905 : MINNEAPOLIS W-11 P-10	865	442
27 1910 : MINNEAPOLIS W-11 P-11	576	418
27 1915 : MINNEAPOLIS W-11 P-12	925	593

Detail of Election Results
Special School District No. 1 (MINNEAPOLIS)
Tuesday, November 5, 2024 State General Election

Office Title: SCHOOL DISTRICT QUESTION 1 (SSD #1)

Precinct	NP YES	NP NO
27 1920 : MINNEAPOLIS W-12 P-01	1786	615
27 1925 : MINNEAPOLIS W-12 P-02	1394	496
27 1930 : MINNEAPOLIS W-12 P-03	983	387
27 1935 : MINNEAPOLIS W-12 P-04	1443	597
27 1940 : MINNEAPOLIS W-12 P-05	805	364
27 1945 : MINNEAPOLIS W-12 P-06	1422	557
27 1950 : MINNEAPOLIS W-12 P-07	1722	663
27 1955 : MINNEAPOLIS W-12 P-08	1157	445
27 1960 : MINNEAPOLIS W-12 P-09	1007	469
27 1965 : MINNEAPOLIS W-12 P-10	1391	610
27 1970 : MINNEAPOLIS W-12 P-11	1383	831
27 1975 : MINNEAPOLIS W-12 P-12	442	396
27 1980 : MINNEAPOLIS W-13 P-01	1263	538
27 1985 : MINNEAPOLIS W-13 P-02	895	441
27 1990 : MINNEAPOLIS W-13 P-03	1099	479
27 1995 : MINNEAPOLIS W-13 P-04	1027	448
27 2000 : MINNEAPOLIS W-13 P-05	1017	636
27 2005 : MINNEAPOLIS W-13 P-06	686	312
27 2010 : MINNEAPOLIS W-13 P-07	1571	788
27 2015 : MINNEAPOLIS W-13 P-08	1212	649
27 2020 : MINNEAPOLIS W-13 P-09	1115	497
27 2025 : MINNEAPOLIS W-13 P-10	1339	573
27 2030 : MINNEAPOLIS W-13 P-11	1695	633
27 2035 : MINNEAPOLIS W-13 P-12	685	286
27 2040 : MINNEAPOLIS W-13 P-13	904	318
Total:	126924	64366

We, the school board members of Special School District No. 1 (MINNEAPOLIS), certify that we have canvassed the returns of the State General Election held on Tuesday, November 5, 2024 and have herein specified the names of any candidates receiving votes and the number of votes received by each candidate, and have herein specified the number of votes for and against any ballot questions voted on in this election.

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the clerk of Special School District No. 1 (MINNEAPOLIS).

Witness our official signature at _____ in _____ County this _____ day of _____, 2024.

School Board Member

School Board Member

School Board Member

School Board Member

School Board Member

School Board Member

School Board Member

State of Minnesota
Special School District No. 1 (MINNEAPOLIS)

I, _____, Clerk of the Special School District No. 1 (MINNEAPOLIS) do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the Special School District No. 1 (MINNEAPOLIS) State General Election held on Tuesday, November 5, 2024.

Witness my hand and official seal of office this _____ day of _____, 2024.

City of Minneapolis
General Election Statistics, November 5, 2024

Registered Voter Turnout: 78.1%

Estimated Citizen Voting Age Population (CVAP)* Turnout: 68.4%

*Source: U.S. Census Bureau, 2022 American Community Survey 1-Year Estimate

	Pre-Registered Voters	New or Updated Registrations				Ballots Cast				Turnout	Spoiled Ballots		
	Pre-Registered Total	Registrations at Polls	% Registering at Polls	Registrations by Absentee	Total Registrations	Votes Cast by Absentee	% Voting by Absentee	Votes Cast at Polls	Total Ballots Cast	Registered Voter Turnout	Absentee	Polls	Total Spoiled Ballots
Citywide Total	254,871	19,809	14.9%	6,320	26,129	86,465	39.4%	132,952	219,417	78.1%	1,388	2,746	4,134
W1-P1	968	47	8.4%	8	55	300	34.9%	560	860	84.1%	30	9	39
W1-P2	996	116	17.1%	30	146	266	28.2%	678	944	82.7%	8	13	21
W1-P3	1,076	98	16.9%	18	116	240	29.3%	579	819	68.7%	7	22	29
W1-P4	2,749	229	14.8%	69	298	775	33.4%	1,543	2,318	76.1%	6	24	30
W1-P5	2,251	69	5.4%	30	99	772	37.7%	1,278	2,050	87.2%	14	22	36
W1-P6	2,641	102	7.5%	31	133	1,133	45.6%	1,353	2,486	89.6%	6	20	26
W1-P7	2,804	147	10.1%	41	188	1,133	43.7%	1,458	2,591	86.6%	10	20	30
W1-P8	1,503	120	15.1%	47	167	447	35.9%	797	1,244	74.5%	5	27	32
W1-P9	2,299	173	14.9%	70	243	901	43.7%	1,162	2,063	81.2%	17	27	44
W1-P10	1,903	70	6.8%	35	105	712	41.0%	1,025	1,737	86.5%	8	21	29
W1-P11	2,197	373	32.7%	99	472	743	39.5%	1,139	1,882	70.5%	7	14	21
Ward 1	21,387	1,544	13.3%	478	2,022	7,422	39.1%	11,572	18,994	81.1%	118	219	337
W2-P1	1,353	639	59.4%	115	754	298	21.7%	1,076	1,374	65.2%	9	15	24
W2-P2	936	488	60.6%	87	575	225	21.8%	805	1,030	68.2%	7	10	17
W2-P3	1,526	291	34.4%	67	358	401	32.2%	846	1,247	66.2%	9	7	16
W2-P4	690	408	63.2%	50	458	125	16.2%	646	771	67.2%	1	14	15
W2-P5	2,563	308	22.4%	98	406	885	39.2%	1,374	2,259	76.1%	18	31	49
W2-P6	1,796	922	59.1%	165	1,087	442	22.1%	1,561	2,003	69.5%	15	24	39
W2-P7	783	323	55.3%	39	362	245	29.6%	584	829	72.4%	7	8	15
W2-P8	1,880	59	6.2%	24	83	762	44.3%	958	1,720	87.6%	13	12	25
W2-P9	737	59	14.4%	20	79	240	36.9%	411	651	79.8%	2	6	8
Ward 2	12,264	3,497	42.3%	665	4,162	3,623	30.5%	8,261	11,884	72.3%	81	127	208
W3-P1	2,113	219	18.2%	63	282	693	36.5%	1,205	1,898	79.2%	3	20	23
W3-P2	2,037	202	20.3%	96	298	869	46.7%	993	1,862	79.7%	16	15	31
W3-P3	995	67	14.0%	45	112	431	47.4%	478	909	82.1%	1	15	16
W3-P4	1,141	83	16.2%	52	135	465	47.6%	512	977	76.6%	12	9	21
W3-P5	2,181	276	23.9%	91	367	933	44.7%	1,155	2,088	81.9%	4	4	8
W3-P6	1,961	184	21.4%	93	277	995	53.7%	858	1,853	82.8%	7	6	13
W3-P7	4,225	355	19.3%	210	565	2,124	53.6%	1,836	3,960	82.7%	15	23	38
W3-P8	1,330	174	24.8%	47	221	520	42.6%	701	1,221	78.7%	8	13	21
W3-P9	1,496	294	35.5%	77	371	451	35.2%	829	1,280	68.6%	9	14	23
W3-P10	2,600	336	25.1%	139	475	1,235	48.0%	1,337	2,572	83.6%	6	12	18
W3-P11	2,104	119	12.9%	77	196	1,047	53.3%	919	1,966	85.5%	6	8	14
W3-P12	1,964	165	21.3%	110	275	1,017	56.8%	773	1,790	79.9%	6	7	13
Ward 3	24,147	2,474	21.3%	1,100	3,574	10,780	48.2%	11,596	22,376	80.7%	93	146	239
W4-P1	1,740	139	13.3%	27	166	354	25.3%	1,046	1,400	73.5%	12	34	46
W4-P2	2,838	224	14.2%	38	262	568	26.5%	1,572	2,140	69.0%	11	43	54
W4-P3	3,283	136	7.1%	35	171	980	34.0%	1,904	2,884	83.5%	21	21	42
W4-P4	1,419	90	10.9%	14	104	309	27.2%	828	1,137	74.7%	7	23	30
W4-P5	1,838	168	17.1%	26	194	382	28.0%	981	1,363	67.1%	10	37	47
W4-P6	1,734	122	14.0%	30	152	488	35.9%	870	1,358	72.0%	8	23	31
W4-P7	2,686	247	18.1%	43	290	596	30.4%	1,365	1,961	65.9%	20	52	72

W4-P8	1,424	114	15.9%	18	132	257	26.4%	717	974	62.6%	9	25	34
W4-P9	221	7	8.4%	4	11	81	49.4%	83	164	70.7%	3	4	7
Ward 4	17,183	1,247	13.3%	235	1,482	4,015	30.0%	9,366	13,381	71.7%	101	262	363
W5-P1	1,645	152	19.9%	28	180	309	28.9%	762	1,071	58.7%	6	28	34
W5-P2	2,492	220	21.1%	69	289	645	38.2%	1,045	1,690	60.8%	22	58	80
W5-P3	2,083	223	24.1%	52	275	387	29.5%	925	1,312	55.6%	11	44	55
W5-P4	2,126	148	16.6%	55	203	671	42.9%	893	1,564	67.2%	35	34	69
W5-P5	1,528	91	14.8%	29	120	404	39.7%	613	1,017	61.7%	17	40	57
W5-P6	1,735	114	16.8%	52	166	576	45.9%	678	1,254	66.0%	31	34	65
W5-P7	1,506	151	24.1%	47	198	295	32.0%	627	922	54.1%	12	37	49
W5-P8	1,284	97	18.8%	28	125	331	39.1%	515	846	60.0%	5	31	36
W5-P9	1,122	101	20.3%	78	179	367	42.4%	498	865	66.5%	16	21	37
Ward 5	15,521	1,297	19.8%	438	1,735	3,985	37.8%	6,556	10,541	61.1%	155	327	482
W6-P1	1,501	164	28.7%	82	246	676	54.2%	572	1,248	71.4%	8	13	21
W6-P2	2,634	452	39.4%	101	553	796	41.0%	1,146	1,942	60.9%	9	40	49
W6-P3	2,999	177	16.5%	64	241	513	32.4%	1,071	1,584	48.9%	22	65	87
W6-P4	1,683	163	21.6%	48	211	450	37.4%	754	1,204	63.6%	16	30	46
W6-P5	1,675	169	27.0%	38	207	254	28.8%	627	881	46.8%	5	40	45
W6-P6	1,234	79	15.1%	19	98	257	33.0%	522	779	58.5%	10	26	36
W6-P7	1,880	110	16.1%	37	147	343	33.4%	683	1,026	50.6%	14	37	51
W6-P8	959	74	15.5%	31	105	290	37.8%	478	768	72.2%	1	11	12
W6-P9	2,143	110	12.4%	25	135	440	33.1%	888	1,328	58.3%	14	64	78
Ward 6	16,708	1,498	22.2%	445	1,943	4,019	37.4%	6,741	10,760	57.7%	99	326	425
W7-P1	1,251	94	11.8%	32	126	458	36.5%	798	1,256	91.2%	8	9	17
W7-P2	1,593	39	4.8%	23	62	661	44.7%	817	1,478	89.3%	10	12	22
W7-P3	2,460	140	11.4%	60	200	1,046	46.0%	1,227	2,273	85.5%	17	19	36
W7-P4	2,783	182	13.5%	101	283	1,287	48.8%	1,350	2,637	86.0%	28	19	47
W7-P5	2,180	235	21.4%	59	294	708	39.2%	1,096	1,804	72.9%	4	25	29
W7-P6	1,760	205	26.6%	99	304	673	46.6%	771	1,444	70.0%	5	16	21
W7-P7	1,161	28	4.7%	14	42	481	44.9%	590	1,071	89.0%	8	39	47
W7-P8	3,827	339	20.0%	119	458	1,630	49.0%	1,699	3,329	77.7%	24	33	57
W7-P9	2,159	114	11.3%	58	172	982	49.2%	1,012	1,994	85.5%	17	11	28
W7-P10	750	90	20.1%	22	112	176	28.3%	447	623	72.3%	1	8	9
W7-P11	706	71	22.9%	21	92	236	43.2%	310	546	68.4%	4	20	24
W7-P12	1,704	186	18.3%	67	253	567	35.9%	1,014	1,581	80.8%	3	14	17
Ward 7	22,334	1,723	15.5%	675	2,398	8,905	44.4%	11,131	20,036	81.0%	129	225	354
W8-P1	1,381	135	19.9%	54	189	262	27.8%	680	942	60.0%	13	22	35
W8-P2	2,734	234	15.3%	68	302	872	36.4%	1,525	2,397	79.0%	10	39	49
W8-P3	2,409	114	8.3%	36	150	802	36.8%	1,378	2,180	85.2%	6	19	25
W8-P4	3,091	111	6.3%	44	155	1,149	39.3%	1,772	2,921	90.0%	14	22	36
W8-P5	1,218	102	17.0%	24	126	261	30.3%	601	862	64.1%	8	40	48
W8-P6	792	69	15.1%	13	82	191	29.4%	458	649	74.3%	5	16	21
W8-P7	1,802	96	10.3%	27	123	619	39.9%	932	1,551	80.6%	9	22	31
W8-P8	1,841	68	7.1%	15	83	658	40.9%	952	1,610	83.7%	5	12	17
W8-P9	1,110	23	3.8%	7	30	443	42.2%	608	1,051	92.2%	1	7	8
W8-P10	1,335	52	8.4%	26	78	593	48.9%	620	1,213	85.8%	6	9	15
W8-P11	1,458	42	6.5%	25	67	681	51.5%	642	1,323	86.8%	7	6	13
Ward 8	19,171	1,046	10.3%	339	1,385	6,531	39.1%	10,168	16,699	81.2%	84	214	298
W9-P1	594	49	15.5%	8	57	139	30.5%	317	456	70.0%	2	6	8
W9-P2	2,640	180	13.1%	69	249	860	38.4%	1,379	2,239	77.5%	23	34	57
W9-P3	1,941	152	17.4%	36	188	408	31.8%	874	1,282	60.2%	18	53	71
W9-P4	1,513	150	22.9%	73	223	349	34.8%	655	1,004	57.8%	11	39	50
W9-P5	978	78	15.0%	17	95	273	34.5%	519	792	73.8%	6	11	17
W9-P6	2,388	148	11.5%	35	183	669	34.2%	1,286	1,955	76.0%	20	38	58

W9-P7	1,246	69	10.3%	35	104	456	40.5%	669	1,125	83.3%	8	18	26
W9-P8	1,748	118	12.7%	33	151	516	35.6%	932	1,448	76.3%	8	22	30
W9-P9	1,856	70	6.9%	34	104	638	38.6%	1,013	1,651	84.2%	15	14	29
Ward 9	14,904	1,014	13.3%	340	1,354	4,308	36.0%	7,644	11,952	73.5%	111	235	346
W10-P1	3,327	338	18.6%	105	443	1,165	39.0%	1,821	2,986	79.2%	26	27	53
W10-P2	2,124	324	28.6%	94	418	677	37.4%	1,132	1,809	71.2%	9	14	23
W10-P3	2,269	203	15.5%	74	277	794	37.7%	1,311	2,105	82.7%	7	14	21
W10-P4	1,793	186	17.5%	67	253	555	34.3%	1,065	1,620	79.2%	8	14	22
W10-P5	2,155	180	13.6%	39	219	640	32.7%	1,320	1,960	82.6%	6	17	23
W10-P6	2,289	256	20.1%	82	338	685	34.9%	1,275	1,960	74.6%	10	22	32
W10-P7	1,619	177	21.6%	68	245	431	34.5%	819	1,250	67.1%	2	29	31
W10-P8	1,383	119	21.8%	27	146	233	29.9%	547	780	51.0%	4	26	30
W10-P9	2,355	343	27.9%	80	423	576	31.9%	1,231	1,807	65.0%	13	33	46
Ward 10	19,314	2,126	20.2%	636	2,762	5,756	35.4%	10,521	16,277	73.7%	85	196	281
W11-P1	1,723	47	4.5%	13	60	571	35.3%	1,048	1,619	90.8%	9	9	18
W11-P2	2,400	74	6.3%	52	126	995	45.8%	1,179	2,174	86.1%	20	17	37
W11-P3	2,230	158	13.0%	50	208	688	36.1%	1,219	1,907	78.2%	5	16	21
W11-P4	1,541	31	3.3%	27	58	528	36.1%	936	1,464	91.6%	3	8	11
W11-P5	1,707	65	6.0%	22	87	507	31.8%	1,085	1,592	88.7%	4	11	15
W11-P6	1,473	38	5.5%	16	54	676	49.3%	694	1,370	89.7%	2	4	6
W11-P7	1,631	36	4.8%	28	64	773	50.5%	757	1,530	90.3%	7	4	11
W11-P8	2,469	84	5.7%	28	112	918	38.6%	1,461	2,379	92.2%	7	12	19
W11-P9	1,842	35	3.3%	14	49	655	38.3%	1,054	1,709	90.4%	7	7	14
W11-P10	1,508	32	3.6%	10	42	511	36.2%	899	1,410	91.0%	5	19	24
W11-P11	1,194	46	6.3%	6	52	362	33.1%	733	1,095	87.9%	4	9	13
W11-P12	1,938	99	9.0%	19	118	599	35.3%	1,096	1,695	82.4%	5	18	23
Ward 11	21,656	745	6.1%	285	1,030	7,783	39.0%	12,161	19,944	87.9%	78	134	212
W12-P1	2,706	65	5.1%	32	97	1,328	51.2%	1,268	2,596	92.6%	12	22	34
W12-P2	2,246	46	3.6%	21	67	767	37.2%	1,293	2,060	89.1%	11	12	23
W12-P3	1,612	47	5.9%	19	66	715	47.5%	790	1,505	89.7%	5	7	12
W12-P4	2,477	75	6.7%	57	132	1,137	50.2%	1,126	2,263	86.7%	11	23	34
W12-P5	1,438	54	6.6%	14	68	468	36.4%	817	1,285	85.3%	4	11	15
W12-P6	2,465	81	6.2%	29	110	888	40.6%	1,298	2,186	84.9%	6	25	31
W12-P7	2,783	115	7.3%	52	167	1,008	39.0%	1,579	2,587	87.7%	11	13	24
W12-P8	1,873	59	6.1%	21	80	781	44.8%	961	1,742	89.2%	8	14	22
W12-P9	1,762	94	10.1%	32	126	676	42.1%	929	1,605	85.0%	5	16	21
W12-P10	2,352	54	4.4%	66	120	968	43.8%	1,240	2,208	89.3%	11	13	24
W12-P11	2,697	105	6.8%	37	142	889	36.4%	1,552	2,441	86.0%	4	16	20
W12-P12	1,051	44	6.7%	8	52	285	30.2%	660	945	85.7%	0	9	9
Ward 12	25,462	839	6.2%	388	1,227	9,910	42.3%	13,513	23,423	87.8%	88	181	269
W13-P1	2,126	76	6.2%	25	101	755	38.0%	1,233	1,988	89.3%	11	18	29
W13-P2	1,641	51	5.7%	19	70	605	40.3%	896	1,501	87.7%	16	8	24
W13-P3	1,879	95	8.6%	37	132	654	37.1%	1,111	1,765	87.8%	9	12	21
W13-P4	1,714	39	4.3%	23	62	693	43.3%	909	1,602	90.2%	15	11	26
W13-P5	1,868	62	6.0%	28	90	750	42.1%	1,032	1,782	91.0%	6	12	18
W13-P6	1,178	35	5.2%	15	50	420	38.2%	679	1,099	89.5%	7	8	15
W13-P7	2,778	107	6.7%	17	124	950	37.4%	1,591	2,541	87.6%	14	17	31
W13-P8	2,152	64	5.2%	18	82	807	39.7%	1,226	2,033	91.0%	2	16	18
W13-P9	1,834	49	4.4%	14	63	643	36.6%	1,116	1,759	92.7%	9	11	20
W13-P10	2,239	38	3.2%	24	62	910	43.4%	1,187	2,097	91.1%	31	11	42
W13-P11	2,748	36	3.0%	27	63	1,310	51.8%	1,219	2,529	90.0%	31	12	43
W13-P12	1,162	30	4.4%	15	45	400	37.1%	677	1,077	89.2%	8	4	12
W13-P13	1,501	77	9.1%	34	111	531	38.6%	846	1,377	85.4%	7	14	21
Ward 13	24,820	759	5.5%	296	1,055	9,428	40.7%	13,722	23,150	89.5%	166	154	320

City of Minneapolis
General Election Statistics, November 5, 2024

Registered Voter Turnout: 78.1%
 Estimated Citizen Voting Age Population (CVAP)* Turnout: 68.4%

*Source: U.S. Census Bureau, 2022 American Community Survey 1-Year Estimate

	Pre-Registered Voters	New or Updated Registrations				Ballots Cast				Turnout	Spoiled Ballots		
	Pre-Registered Total	Registrations at Polls	% Registering at Polls	Registrations by Absentee	Total Registrations	Votes Cast by Absentee	% Voting by Absentee	Votes Cast at Polls	Total Ballots Cast	Registered Voter Turnout	Absentee	Polls	Total Spoiled Ballots
Ward 1	21,387	1,544	13.3%	478	2,022	7,422	39.1%	11,572	18,994	81.1%	118	219	337
Ward 2	12,264	3,497	42.3%	665	4,162	3,623	30.5%	8,261	11,884	72.3%	81	127	208
Ward 3	24,147	2,474	21.3%	1,100	3,574	10,780	48.2%	11,596	22,376	80.7%	93	146	239
Ward 4	17,183	1,247	13.3%	235	1,482	4,015	30.0%	9,366	13,381	71.7%	101	262	363
Ward 5	15,521	1,297	19.8%	438	1,735	3,985	37.8%	6,556	10,541	61.1%	155	327	482
Ward 6	16,708	1,498	22.2%	445	1,943	4,019	37.4%	6,741	10,760	57.7%	99	326	425
Ward 7	22,334	1,723	15.5%	675	2,398	8,905	44.4%	11,131	20,036	81.0%	129	225	354
Ward 8	19,171	1,046	10.3%	339	1,385	6,531	39.1%	10,168	16,699	81.2%	84	214	298
Ward 9	14,904	1,014	13.3%	340	1,354	4,308	36.0%	7,644	11,952	73.5%	111	235	346
Ward 10	19,314	2,126	20.2%	636	2,762	5,756	35.4%	10,521	16,277	73.7%	85	196	281
Ward 11	21,656	745	6.1%	285	1,030	7,783	39.0%	12,161	19,944	87.9%	78	134	212
Ward 12	25,462	839	6.2%	388	1,227	9,910	42.3%	13,513	23,423	87.8%	88	181	269
Ward 13	24,820	759	5.5%	296	1,055	9,428	40.7%	13,722	23,150	89.5%	166	154	320
Citywide Total	254,871	19,809	14.9%	6,320	26,129	86,465	39.4%	132,952	219,417	78.1%	1,388	2,746	4,134

Absentee Statistics	# Served	% of Total
In Person	46,357	53.6%
Mail	29,681	34.3%
(a) HCF	967	1.1%
(b) Hennepin County	7,321	8.5%
UOCAVA	758	0.9%
(d) Agent Delivery	63	0.1%
(e) Federal/ Presidential	1,318	1.5%
GRAND TOTAL	86,465	

In accordance with [Board Resolution 2024-0050](#), ranked choice voting (RCV) will be used to determine the preferred candidate to fill the election district 3 vacancy.

Overview

RCV is a voting method where you vote for candidates in order of your preference. This allows you to 'rank' your vote - first choice, second choice, third choice, and fourth choice. This method can allow your vote to count toward another candidate if your favorite candidate loses. If your first choice candidate is eliminated, your vote is moved to your second choice. RCV is used in Minneapolis municipal elections (Mayor, City Council, Park Board, and Board of Estimation and Taxation).

Process

1. Each board member ranks the finalists 1-4 on a written ballot
2. Staff from the City of Minneapolis Elections and Voter Services (EVS) will enter the ballots into RCV tabulation software to determine the winner
3. EVS staff will walk the Board Clerk through the RCV results, which she will announce at the end of the meeting
4. The Board will take up a motion to officially appoint the preferred candidate to the school board

Specific Proctools for Selecting the Election District 3 Appointee

1. If candidate receives 5 or more first choice votes, they will be the winner after the first round
2. If no candidate receives 5 or more first choice votes, EVS will use Minneapolis RCV rules to process subsequent rounds to determine if there's a winner
3. If multiple candidates receive just 1 first choice vote on the first round, all will be dropped

4. In all but the last round, ties will be won by the candidate who received the most first choice votes, and then, if needed, by coin flip
5. If a tie exists in the final round, the tied candidates will be returned to the Board for additional discussion followed by roll call vote with each board member selecting one of the tied candidates. If a tie exists after this roll call vote, the winner will be determined by a coin flip (if two tied candidates) or random draw (if more than two)

Transparency

Board members' ranked ballots and the results of each RCV round will be public and be posted on the MPS website following the meeting.

Learn More About RCV

- vote.minneapolismn.gov/ranked-choice-voting/details
- vote.minneapolismn.gov/ranked-choice-voting/how-we-count-rcv-ballots/



Superintendent's Report

Regular Business Meeting

November 12, 2024

Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

Pro Forma

Senior Finance Officer Ibrahima Diop

What & Why

“The School District will estimate its revenues by an objective analytical process and will project revenue for the next three years and update this projection annually. Each existing and potential revenue source will be reexamined annually.”

- Board Policy 3005 (Budget), Section 8 (Projections)

- The pro-forma is a status-quo projection of the district’s finances. It is a model of what the district might expect financially in the future if it continues operating as is over the next five years.
- It is a tool to inform the board and senior leadership’s financial decisions.
- It is an explanation of why the district’s financial position is what it is and analysis of what it could be in the future.
- It is NOT a prescription for structural changes, a proposal of remedies, or an attempt to direct the board and senior leaders.

Summary

	FY25	FY26	FY27	FY28	FY29	FY30
Beginning of year fund balance	*Unaudited					
	\$154.3M	\$69.4M	(\$22.0M)	(\$128.3M)	(\$244.3M)	(\$364.0M)
Revenue	\$630.0M	\$631.2M	\$623.5M	\$617.5M	\$614.7M	\$614.7M
--% change from prior year		0.2%	-1.2%	-1.0%	-0.4%	0.0%
--% change excl federal sources		0.2%	-1.3%	-1.1%	-0.5%	0.0%
Expenditures	\$710.5M	\$717.5M	\$724.1M	\$727.2M	\$727.7M	\$726.1M
--% change from prior year		1.0%	0.9%	0.4%	0.1%	-0.2%
Fund Transfers	(\$4.5M)	(\$5.2M)	(\$5.7M)	(\$6.3M)	(\$6.8M)	(\$7.3M)
Change in Fund Balance	(\$85.0M)	(\$91.4M)	(\$106.3M)	(\$116.0M)	(\$119.8M)	(\$118.7M)
End of year fund balance	\$69.4M	(\$22.0M)	(\$128.3M)	(\$244.3M)	(\$364.0M)	(\$482.8M)

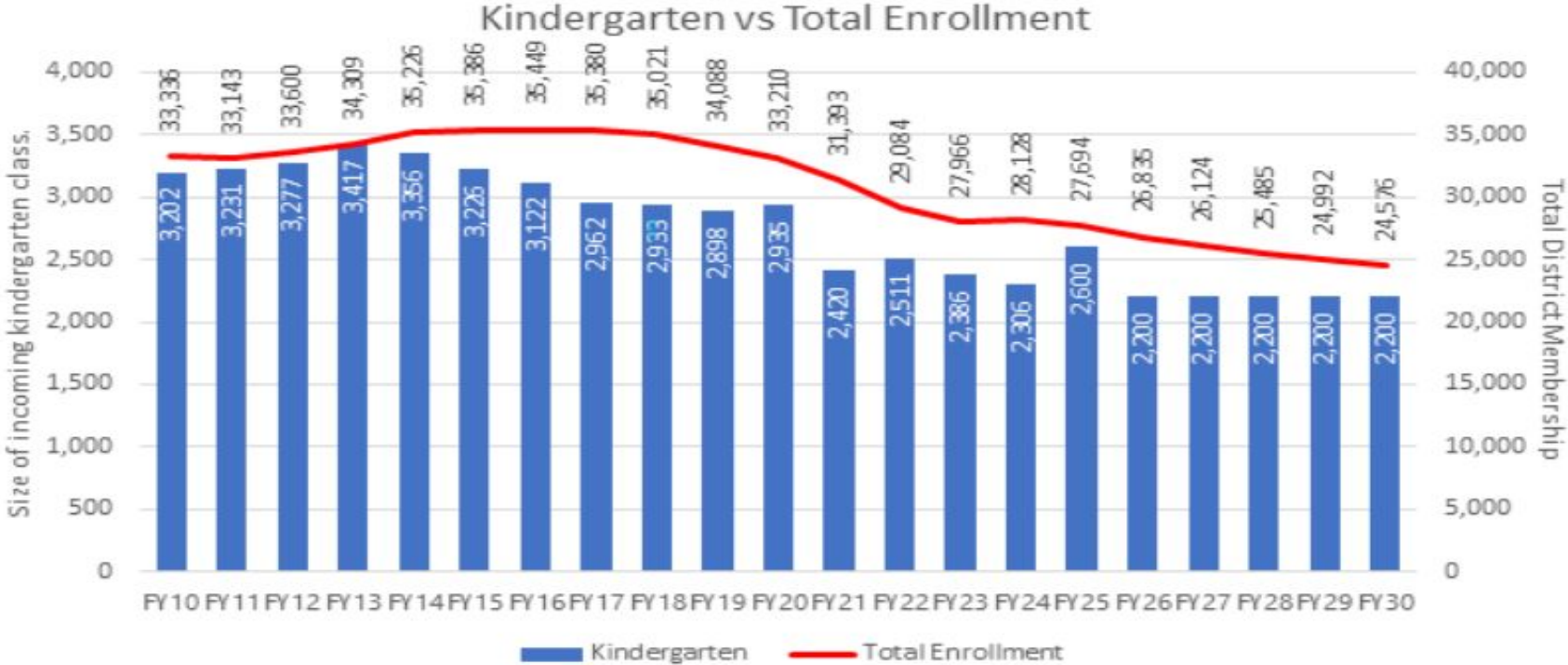
Summary – Historical View

Table 1
5 Year Projection (General Fund)
Millions of \$'s

	FY 20	FY21	FY22	FY23	FY24	FY25
Revenue	\$630.3	\$618.9	\$620.6	\$621.2	\$621.3	\$621.7
Expense	\$632.2	\$646.5	\$650.1	\$663.1	\$676.1	\$693.6
Change in Fund Balance	(\$1.9)	(\$27.6)	(\$29.5)	(\$41.9)	(\$54.8)	(\$71.9)
Ending Fund Balance	\$69.5	\$41.9	\$12.4	(\$29.5)	(\$84.3)	(\$156.2)

FY20 Proforma is representative of how the district has managed this information throughout the years and used it as the true tool it is. **All else equal, Revenue growth consistently falls behind expense growth but MPS prevails, as shown in this FY25 Proforma.**

Enrollment

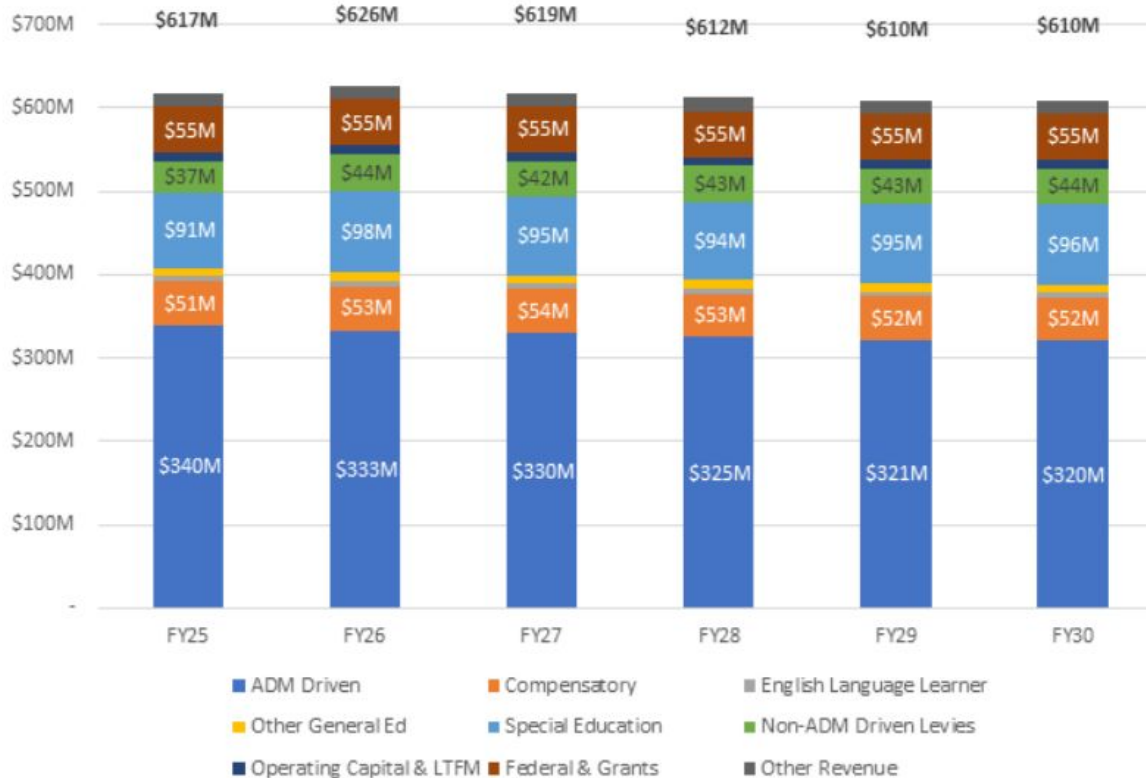


October 1 Enrollment SY 2020–2025

	SY 2020	SY 2021	SY 2022	SY 2023	SY 2024	SY 2025
K-12 Enrollment	33,593	32,023	29,580	28,437	28,580	29,115
PK-12 Enrollment	35,385	33,437	31,072	29,900	30,109	30,667
PK-12 Change Year over Year		-1,948	-2,365	-1,172	+209	+558

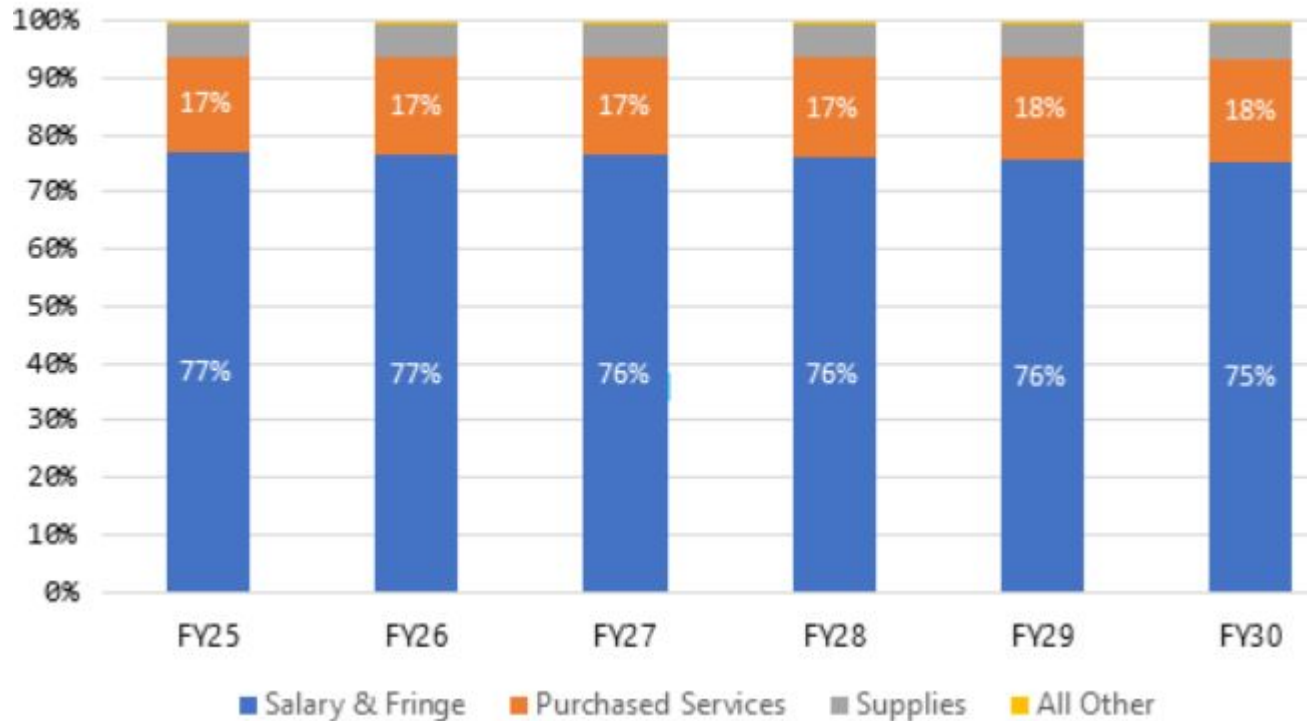
Revenue

Figure 2 - Revenue by Primary Driver



Expenses

Figure 3 - Percentage of Annual Expenditures by Type



Questions/Discussion

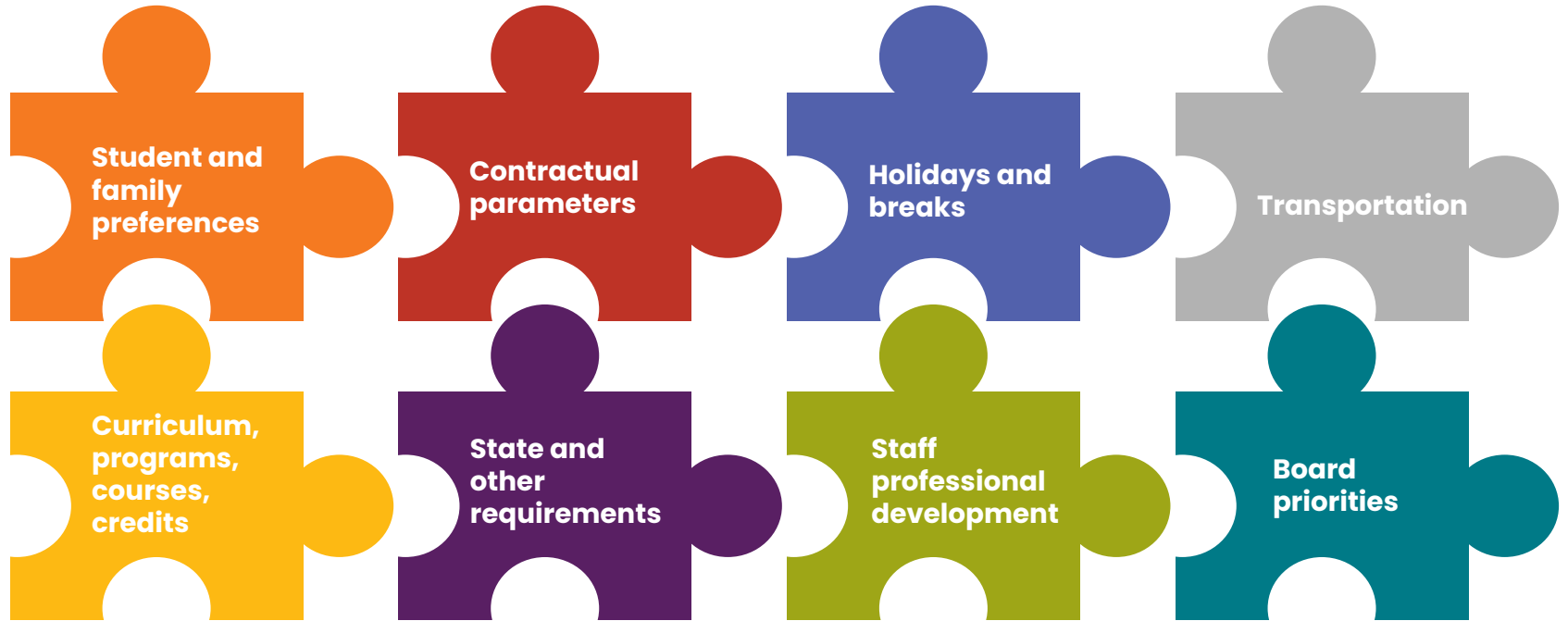
School Calendar Planning

Assistant to the Superintendent and Board
Ryan Strack

Overview/topics

- Calendar development process overview
- Review planning assumptions
- Initial preview of draft calendars
- Next steps
- Questions and discussion

Developing school calendars



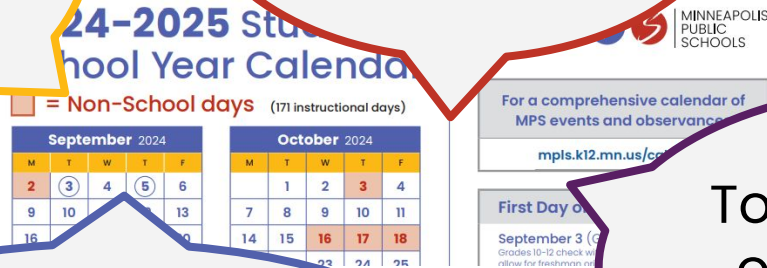
Feedback to action

School year is too long ✓

Bring back snow days ✓

Fewer e-learning days for young students ✓

Too many days off during the year



Calendar development process and timeline

Plan

Draft

Review

Adopt

Share

What?

- Compiling calendar factors and researching holidays and other dates

- Drafting calendars for the next three school years (2025-26, 2026-27, 2027-28)

- Calendars for board approval contain days when school is and is not in session

- The School Board must adopt student calendars for the regular school year

- Calendars are posted on the MPS website and shared with families and staff

When?

- Fall 2024

- Fall 2024

- November 2024 regular meeting (overview)
- December 2024 regular meeting (1st reading)

- January 2025 school board meeting

- Immediately following board approval

Who?

- The Asst. to the Supt. and Board is project sponsor

- Planning committee was consulted to inform recommendations

- District leaders, School Board, and MPS community

- School Board must approve

- Communications Department and schools share final calendars with the MPS community

Instructional minimums review

Required Minimums*

Grades	Hours	Days
Pre-K	350	N/A
K	850	N/A
1-6	935	165
7-12	1,020	165

- The length of day is reported to MDE in minutes
- Meal times do not count towards instructional minutes
- At secondary level, a reasonable passing time is included
- At elementary level, recess is included

MPS Current

Grades	Hours	Days
Pre-K	1,023 (+673)	166 (N/A)
K	1,023 (+173)	166 (N/A)
1-6	1,036 (+101)	168 (+3)
7-12	1,036 (+16)	168 (+3)

- K-5 students can have 3 days off before e-learning days are needed
- 6-12 students can have 2 days off before e-learning days are needed

Calendar requirements, guiding principles, and past practices

Legal	Collective Bargaining Agreements
<p>Minimum number of days and hours</p> <p>Post-Labor Day start</p> <p>Holidays</p>	<p>Recordkeeping days</p> <p>Conference days</p>
Specifically Board-Directed (in current cycle)	Past Practice/Guideline/Feedback-Driven
<p>Not holding school on certain religious observances in support of student attendance</p> <p>No School on Election Day</p> <p>PD days embedded in the school year</p>	<p>End of quarter/record keeping days at end of weeks</p> <p>One week spring break</p> <p>Actual number of days and hours</p> <p>Two week winter break</p> <p>Wed. before Thanksgiving off</p>

Review planning assumptions for next three years

	SY25-26	SY26-27	SY27-28
Same number of student contact days and hours as current	✓	✓	✓
Same approach to holidays as current	✓	✓	✓
No school on the day before Thanksgiving	✓	✓	✓
Two-week winter break and one-week spring break	✓	✓	✓
Number of mid-year prof. development days (no school)	2	1	1
No school on portions certain religious observances in support of student attendance*	4	2	2
No school on Election Day	✓	✓	■
Assumes E-Learning Day Plan in place	✓	✓	✓

*No school on the first day of Eid al Fitr, Rosh Hashanah, Yom Kippur, and Eid al Adha when it falls on a day when school would otherwise be held

Draft calendar overview preview (start, end, breaks)

	SY25-26	SY26-27	SY27-28
First Day (grades 1-12)	09/2/2025	09/8/2026	09/7/2027
First Day (PreK and K)	09/4/2025	09/10/2026	09/9/2027
MEA (no school)	10/16/2025 - 10/17/2025	10/15/2026 - 10/16/2026	10/21/2027 - 10/22/2027
Winter Break (no school)	12/22/2025 - 1/2/2026	12/21/2026 - 1/1/2027	12/22/2027 - 1/4/2028
Spring Break (no school)	3/30/2026 - 4/3/2026	4/5/2027 - 4/9/2027	4/3/2028 - 4/7/2028
Last Day (all grades)	6/10/2026	6/11/2027	6/9/2028
First Day Summer School	6/22/2026	6/28/2027	6/26/2028
Last Day Summer School	7/30/2026	8/5/2027	8/3/2028

Draft calendar overview preview (non-school holidays*)

	SY25-26	SY26-27	SY27-28
Labor Day	9/1/2025	9/7/2026	9/6/2027
Thanksgiving	11/27/2025	11/26/2026	11/25/2027
Friday after Thanksgiving	11/28/2025	11/27/2026	11/26/2027
Dr. Martin Luther King Jr. Day	1/19/2026	1/18/2027	1/17/2028
Presidents' Day	2/16/2026	2/15/2027	2/21/2028
Memorial Day	5/25/2026	5/24/2027	5/29/2028

*Holidays that occur during breaks are not included

Draft calendar overview preview (other non-school days)

	SY25-26	SY26-27	SY27-28
Fall Conference Day	10/15/2025	10/14/2026	10/20/2027
Spring Conference Day	2/13/2026	2/12/2027	2/18/2028
Quarter 1 Record Keeping Day	11/4/2025	11/13/2026	11/12/2027
Quarter 2 Record Keeping Day	1/23/2026	1/29/2027	1/28/2028
Quarter 3 Record Keeping Day	3/27/2026	4/2/2027	3/31/2028
Professional Development Days	2/17/2026 5/26/2026	11/3/2026	2/22/2028
Certain religious observances in support of student attendance*	9/23/2025 (Rosh Hashanah) 10/2/2025 (Yom Kippur) 3/20/2026 (Eid al-Fitr) 5/27/2026 (Eid al-Adha)	9/21/2026 (Yom Kippur) 3/10/2027 (Eid al-Fitr)	10/11/2027 (Yom Kippur) 5/5/2028 (Eid al-Adha)

*Dates pending final confirmation

DRAFT ONLY

Next steps

1. Confirm holidays and non-school days due to religious observances
2. Discuss planning assumptions and revise if needed
3. Publish full recommended draft calendars
4. First reading by school board (December)
5. Approval by school board (January)
6. Share approved calendars (January)

Questions/Discussion

Title IX Athletics OCR Agreement Update

Deputy Superintendent Ty Thompson

Questions

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2024-0049**

**RESOLUTION REPEALING POLICIES 3142, 3179, 3200, 3220, 3294, 3295, 3400,
AND 3432; REVISING POLICIES 3005, 3170, 3280, 3434, AND 3700 (2024-0049)**

WHEREAS, Following a comprehensive review, the Policy Committee recommends the following policies be revised and repealed.

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

SECTION 1: **REPEAL** “Policy 3142: Internal Service Funds” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

R E P E A L

~~Policy 3142: Internal Service Funds (Repealed)~~

~~Each year the Minneapolis Public Schools will update expenditure projections for its Internal Services Funds for the next three years.~~

~~**Original Adoption:**
10/30/1990~~

SECTION 2: **REPEAL** “Policy 3179: Equipment Replacement” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

R E P E A L

~~Policy 3179: Equipment Replacement (Repealed)~~

~~The Minneapolis Public Schools will project its equipment replacement and maintenance needs for the next several years and will update this projection each year.~~

~~**Original Adoption:**
10/30/1990~~

SECTION 3: **REPEAL** “Policy 3200: Local Funds” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3200: Local Funds (Repealed)~~

~~The Board of Education shall annually direct the County Auditor to levy the necessary local property tax monies for the School General Fund, Debt Redemption Fund, Transportation Fund, Capital Expenditure Fund, and Community Education Fund, subject to any local or state limitations.~~

~~Original Adoption:~~

~~04/25/1967~~

~~Revision Dates:~~

~~10/09/1973, 09/09/1975, 02/24/1976, 10/30/1990~~

~~Legal References:~~

- ~~• M.S. 275.125~~

SECTION 4: **REPEAL** “Policy 3220: Federal, State, Local Funds” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3220: Federal, State, Local Funds (Repealed)~~

~~The Superintendent of Schools shall provide the appropriate data to agencies for the purpose of obtaining all aids and reimbursements to which the district is entitled. This responsibility shall be delegated to the Associate Superintendent for Finance and Operations.~~

~~Original Adoption:~~

~~04/25/1967~~

~~Revision Dates:~~

~~11/9/1971, 10/9/1973, 10/30/1990~~

SECTION 5: **REPEAL** “Policy 3294: Bond Ratings” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3294: Bond Ratings (Repealed)~~

~~The Minneapolis Public Schools will maintain good communications with bond rating agencies about its financial condition. The Minneapolis Public Schools will follow a policy of full disclosure on every financial report and bond prospectus.~~

~~**Original Adoption:**
10/30/1990~~

SECTION 6: **REPEAL** “Policy 3295: Cash Flow” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3295: Cash Flow (Repealed)~~

~~The Minneapolis Public Schools will make cash flow analyses of all funds on a regular basis. Disbursement, collection and deposit of all funds will be scheduled to insure maximum cash availability.~~

~~**Original Adoption:**
04/25/1967~~

~~**Revision Dates:**
10/09/1973, 10/30/1990~~

SECTION 7: **REPEAL** “Policy 3400: Banking” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3400: Banking (Repealed)~~

1. PURPOSE

~~Minneapolis Public Schools is committed to sound financial management that supports the mission and vision of the district and is compliant with applicable law. Banking depositories must meet high standards to meet the district’s goals. The purpose of this policy is to establish how banking depositories are chosen by the district and how banking relationships are managed and maintained by the administration.~~

2. GENERAL STATEMENT OF POLICY

- ~~a. The Board of Directors at its annual meeting will designate and approve one or more national banks, state banks, or savings associations as official depositories for district funds upon the recommendation of the Superintendent.~~

- b. The Superintendent shall present to the Board of Directors those financial institutions that meet district standards and that are recommended for designation by the Board.
- c. No one other than the Deputy Treasurer or Assistant Deputy Treasurer of the District may establish an account in the name of Minneapolis Public Schools or any of its divisions, departments or schools.
- d. Use of the tax identification number of the District shall be at the direction of the Superintendent or the Superintendent's designee alone.
- e. Unauthorized use of the tax identification number of the District, or the name of the District, its divisions, departments, programs or schools to open any financial account in any institution shall subject the user to discipline.
- f. The Superintendent and the Board Standing Committee on Finance shall establish the standards for district banking depositories.
- g. The Superintendent shall issue a request for proposals to be considered as a depository for the district's funds no less than once every five (5) years.

Original Adoption:

~~04/25/1967~~

Revision Dates:

~~11/09/1971, 10/09/1973, 10/30/1990, 02/26/1991, 09/11/2012~~

Legal References:

- Minn. Stat. §123B.02 (School District Powers)
- Minn. Stat. §123B.09 (School Board Powers)
- Minn. Stat. §123B.10 (Publication of Financial Information)
- Minn. Stat. §123B.14 (Board Officers, Duties)
- Minn. Stat. §123B.75 (Revenue)
- Minn. Stat. §123B.76 (Expenditures)
- Minn. Stat. §123B.77 (Accounting, Budgeting and Reporting Requirements)
- Minn. Stat. §123B.78 (Cash Flow, Revenues, Borrowing, Deficits)
- Minn. Stat. §123B.79 (Permanent Fund Transfers)
- Minn. Stat. §123B.80 (Exceptions for Permanent Fund Transfers)

MPS Policy Cross References:

- Policy 3005 (Budget)

SECTION 8: **REPEAL** “Policy 3432: Expenditure Reporting” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3432: Expenditure Reporting (Repealed)~~

~~Where possible, the reporting system will provide monthly information on the total cost of specified services by type of expenditure and, if necessary, by fund.~~

~~**Original Adoption:**~~

~~10/30/1990~~

SECTION 9: AMENDMENT “Policy 3005: Budget” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3005: Budget

1. PURPOSE

~~The purpose of this policy is to establish parameters to ensure the School District’s revenue and expenditure budgets are in accordance with the applicable provisions of law.~~ The purpose of this policy is to establish lines of authority and procedures for the establishment of the school District’s revenue and expenditure budgets in accordance with applicable law.

2. GENERAL STATEMENT OF POLICY

~~The School District’s budget expresses how the School Board’s values, goals, and priorities will be implemented within given financial and legal parameters. The budget also shows how public resources are responsibly and strategically used to advance the District’s mission and vision.~~ The District’s budget expresses how the school board’s values, goals, and priorities will be implemented within given financial and legal parameters. The budget also shows how public resources are responsibly and strategically used to advance the District’s mission and vision.

3. PREPARATION

- ~~a. The Superintendent or designee shall each year prepare preliminary revenue and expenditure budgets for review by the School Board’s Finance Committee. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the School Board and the public.~~
- ~~b. Where possible, performance measurement and productivity indicators will be integrated within the budget.~~

4. ADOPTION

- ~~a. Prior to July 1 of each year, the School Board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the School Board’s expenditure authorization for that school year.~~

5. PUBLICATION

- a. Each year, the School District shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final audit by the School Board, or November 30, whichever is earlier.
- b. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the School District upon request to the Superintendent.

6. MODIFICATION

- a. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the Superintendent shall recommend the proposed changes to the School Board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the School Board to make an informed decision.
- b. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.
- e. The School District's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The Superintendent shall make recommendations to the School Board for appropriate revisions. If necessary, the School Board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

7. REPORTING

- a. The Superintendent or designee shall prepare regular monthly reports comparing actual revenues and expenditures to the budgeted amount.
- b. The School District shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

8. PROJECTIONS

- a. The School District will estimate its revenues by an objective analytical process and will project revenue for the next three years and update this projection annually. Each existing and potential revenue source will be reexamined annually.
- b. Each year, the district will update expenditure projections for its Internal Services Funds for the next three years.

9. RESPONSIBILITY AND AUTHORIZATION

- a. The School Board places the responsibility for administering the adopted

~~budget with the Superintendent. The Superintendent may delegate duties related thereto to other officials, but maintains the ultimate responsibility for this function.~~

~~b. The Superintendent shall have power to approve and direct expenditures in accordance with the budget.~~

10. REQUIREMENTS

- a. The Superintendent or such other school official as designated by the Superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the school board and the public. The school board shall review the projected revenues and expenditures for the District for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected. The Superintendent or the Superintendent's designee shall present regular monthly reports comparing actual revenues and expenditures to the budgeted amount.
- b. The District must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.
- c. Each year, the District shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner of the Minnesota Department of Education (MDE) within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any District resident upon request to the Superintendent. A summary of this information and the address of the District's official website where the information can be found must be published in a newspaper of general circulation in the District. At the same time as this publication, the District shall publish the other information required by Minnesota Statutes, section 123B.10.
- d. At the public hearing on the adoption of the District's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- e. The school board shall, as soon as practicable after the close of each fiscal year, cause to be printed, published, and distributed a report of the condition of the public school program under its charge, and of all the property under its control, with full and accurate account of all receipts and of all expenditures of the school district during the preceding year including operating and maintenance expenses as well as all expenses for capital outlay and building site improvement. The report shall also include a full listing of the salary schedules for all school personnel, certificated and noncertificated in effect during the preceding year. Not later than the 15th day of the last month of

each fiscal year the board shall adopt and cause to be published two separate budgets, an operating budget and a capital budget for the subsequent fiscal year.

The board shall adopt and publish standards governing the content of its budgets and of its annual report.

- f. The District must also post the materials specified in Paragraph 3.c. above on the District's official website, including a link to the District's school report card on the MDE website, and publish a summary of information and the address of the District's website where the information can be found in a qualified newspaper of general circulation in the District.
- g. The District will estimate its revenues by an objective analytical process and will project revenue for the next three years and update this projection annually. Each existing and potential revenue source will be reexamined annually. Each year, the District will update expenditure projections for its Internal Services Funds for the next three years. The District will project its equipment replacement and maintenance needs and will update the projections each year.

11. IMPLEMENTATION

- a. The school board places the responsibility for administering the adopted budget with the Superintendent. The Superintendent may delegate duties related thereto to other school officials, but the Superintendent maintains the ultimate responsibility for this function.
- b. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- c. The Superintendent or the Superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- d. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- e. The District shall make such reports to the Minnesota Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Original Adoption:

04/25/1967 (as Policy 3000)

Revised Dates:

10/09/1973, 02/26/1991, 12/08/2020

Legal References:

[Minn. Stat. § 123B.10 \(Publication of Financial Information\)](#)

[Minn. Stat. § 123B.76 \(Expenditures; Reporting\)](#)

[Minn. Stat. § 123B.77 \(Accounting, Budgeting, and Reporting Requirements\)](#)

[Minn. Stat. § 128D.06 \(Board's Annual Report and Budgets\)](#)

SECTION 10: **AMENDMENT** “Policy 3170: Capital Planning And Budgeting” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3170: Capital Planning And Budgeting

1. PURPOSE

The Board of Education supports capital improvement to district facilities through the use of bonds and other appropriate revenue sources. Improvements to schools are made to support District priorities and educational and safety needs of the students, staff and visitors.

2. GENERAL STATEMENT OF POLICY

- a. Superintendent or Superintendent’s designee shall prepare the following plans annually:
 - i. A rolling, multi-year capital plan covering a minimum of three (3) years; and
 - ii. A rolling, long-term maintenance and repair plan covering ten (10) years.
- b. These plans will be completed by March 1st of each year and presented to the Board of Education at the April Board business meeting for adoption.
- c. The Superintendent or Superintendent’s designee will use the annual plans to prepare an annual capital improvement budget which will be presented for adoption to the Board of Education at the same time as the General Budget.
- d. The Superintendent or Superintendent’s designee shall coordinate development of the capital improvement budget with the development of the operating budget. Future operating costs associated with new capital improvements shall be projected and provided for operating budget forecasts and preparations.

3. MULTI-YEAR CAPITAL PLAN

- a. The multi-year capital plan shall provide specific facility improvements being recommended for funding through bonding.
 - b. The plan will include the facility name, the general nature of the capital improvement, the estimated cost for the improvement and the year the improvement will be funded.
4. **COMPREHENSIVE LONG-RANGE BUILDING PLAN**
- a. The District shall develop a comprehensive long-range building plan to project forward school needs at any given time for at least the next five years, such plan to include the needs of the district in connection with school sites, new schools and additions to existing buildings, retiring of obsolete facilities, and rehabilitating, remodeling, and equipping existing school buildings.
 - b. The plan shall be reviewed and updated by the school staff and the board yearly.
 - c. The plan shall be submitted by the board to the city planning commission for its review and recommendations.
5. **LONG-TERM FACILITIES MAINTENANCE PLAN**
- a. The long term facilities maintenance plan will be prepared using the Minnesota Department of Education (MDE) approved forms.
 - b. The plan will be submitted to the MDE as required.

Original Adoption:

10/30/1990

Revision Dates:

04/14/2020 (Replaces former policies 3170, 3172, 3174, 3176, 3178)

Legal References:

- Minn. Stat. §123B (School District Powers and Duties)
- Minn. Stat. § 128D.07 (Comprehensive Long-Range Building Plan)
- Minn. Stat. §575.52 (Bond Issues-: Purposes)

MPS Policy Cross References:

- Policy 3005 (Budget)

SECTION 11: AMENDMENT “Policy 3280: Gifts, Bequests And Grants” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3280: Gifts, Bequests And Grants

1. PURPOSE

~~The District has benefited from the generosity of our community. Persons and organizations may wish to make gifts, bequests or unsolicited grants to the District or any of its schools, programs or departments. These gifts may be in the form of money or property. The purpose of this policy is to establish the circumstances under which the District may accept these offers.~~ The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board. It is the policy of this school district to accept gifts only in compliance with state law.

2. GENERAL STATEMENT OF POLICY

The District has benefited from the generosity of our community. Persons and organizations may wish to make gifts, bequests or unsolicited grants to the District or any of its schools, programs or departments. These gifts may be in the form of money or property.

3. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the District, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the District and whether it should be accepted or rejected. Any District employee or other personnel offered a gift, bequest or unsolicited grant shall follow the established procedures and criteria for evaluation and acceptance of offers. Failure by employees to do so shall subject them to discipline.

4. RESPONSIBILITY

- ~~a. The Superintendent shall establish criteria to be met in the acceptance of gifts, bequests and unsolicited grants and the procedure for examination and evaluation such offers.~~
- ~~b. The Superintendent shall establish the procedure for designating the recipient school, program or department of any offered gift, bequest or unsolicited grant and the use thereof.~~
- ~~e. The Superintendent shall determine which gifts, bequests or grants shall be reported to the board and publicly acknowledged.~~
- ~~d. Any employee or other district personnel offered a gift, bequest or unsolicited grant shall follow the established procedures and criteria for evaluation and acceptance of offers. Failure by employees to do so shall subject them to discipline.~~

5. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

6. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the District unless otherwise provided in the agreed upon terms.

- ~~a. Definitions: The following terms shall have these meanings for the purposes~~

- ~~of this policy and any regulations implementing the policy:~~
- ~~i. “donation”—money, equipment, supplies or materials offered to the district or any of its schools, programs or departments as a gift.~~
 - ~~ii. “gift”—money, equipment, supplies or materials offered to the district or any of its schools, programs, or departments without expectation of compensation.~~
 - ~~iii. “bequest”—money, equipment, supplies or materials, or interests in the same offered to the district or any of its schools, programs or departments through the donor’s testamentary documents or through a decedent’s estate.~~
 - ~~iv. “unsolicited grant”—money, equipment, supplies or materials offered to the district or any of its schools, programs or departments without solicitation by or on behalf of the district which may or may not have a specified intended use or recipient.~~
- ~~b. The Board of Directors may accept on behalf of the District any bequest or gift of money or property.~~
- ~~e. All gifts, bequests or unsolicited grants shall be accepted as a gift to the District as a whole.~~
- ~~d. Gifts, bequests or unsolicited grants with a designated purpose may be accepted by the Board of Directors if the purpose stated is suitable. The use of such gifts, bequests or unsolicited grants for the stated purpose shall be honored if the use is in the best interests of the proper administration of the district for the benefit of its students and staff.~~

Original Adoption:

04/25/1967

Revision Dates:

10/09/1973, 09/09/1975, 11/27/2012

Legal References:

- Minn. Stat. 123B.02, subd. 6 (General Powers of Independent School Districts; Bequests, Donations, Gifts.)
- [Minn. Stat. § 465.03 \(Gifts to Municipalities\)](#)

MPS Policy Cross References:

- Policy 1100 (Advertising in the Schools)
- Policy 1560 (Gifts to School Personnel)
- Policy 1720 (External Funds)
- Policy 3440 (Inventories)
- Policy 3445 (Property and Equipment)
- Policy 3517 (Operation, Maintenance and Security of Buildings and Grounds)
- Policy 5550 (Gifts to Schools from Students or Classes)

- Policy 7000 (Gardens on School Property)

SECTION 12: **AMENDMENT** “Policy 3434: Periodic Audit” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3434: ~~Periodic~~Annual Audit

~~An independent public accounting firm will perform an annual audit and will publicly issue an opinion concerning the Minneapolis Public Schools' finances as mandated by State statutes.~~

1. PURPOSE

The purpose of this policy is to provide for an annual audit of the District's books and records in order to comply with law, to provide a permanent record of the District's financial position, and to provide guidance to the District to correct any errors and discrepancies in its practices.

2. GENERAL STATEMENT OF POLICY

The District's policy is to comply with all laws relating to the annual audit of the District's books and records.

3. REQUIREMENT

- a. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- b. After the close of each fiscal year, the District's books, records, and accounts shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- c. The District shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of the Minnesota Department of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minnesota Statutes, section 123B.14, subdivision 7.
- d. The District shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The District shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance

- pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the District by its auditor.
- e. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act, and the Minnesota Legal Compliance Audit Guide for School Districts issued by the Office of the State Auditor.
- f. The school board must approve the audit report by resolution or require a further or amended report.
- g. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- h. The District's accounts and records shall also be subject to audit and inspection by the State Auditor to the extent provided in Minnesota Statutes, chapter 6.

Original Adoption:

04/25/1967

Revision Dates:

10/30/1990

Legal References:

- Minn. Stat. Ch. 6 (State Auditor)
- Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
- Minn. Stat. § 123B.09 (Boards of Independent School Districts)
- Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
- Minn. Stat. § 123B.77, Subds. 2 and 3 (Accounting, Budgeting, and Reporting Requirement)

SECTION 13: AMENDMENT “Policy 3700: Fund Balance” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3700: Fund ~~Balance~~Balances

1. PURPOSE

~~Sound financial record keeping and reporting is an essential element in maintaining the fiduciary duty of the Board of Education to the public. To that purpose compliance with requirements of the Governmental Accounting Standards Board Statements shall be the standard of this district. The purpose of this policy is to establish fund balance classifications and management in compliance with guidance received from the Governmental Accounting Standards Board (GASB).~~The purpose of this policy is to

create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

2. GENERAL STATEMENT OF POLICY

Sound financial record keeping and reporting is an essential element in maintaining the fiduciary duty of the school board to the public. The policy of this school District is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

3. DEFINITIONS

- a. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the school District’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school District’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- b. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- c. “Enabling legislation” means legislation that authorizes a school District to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- d. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a school District fund.
- e. “Nonspendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- f. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- g. “Unassigned” fund balance amounts are the residual amounts in the general

fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.

h. “Unrestricted” fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

4. CLASSIFICATION OF FUND BALANCES

The school District shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

5. MINIMUM FUND BALANCE

The District will strive to maintain a minimum unassigned general fund balance of eight percent (8%) of the annual General Fund budget.

6. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school District will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

7. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

8. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent and Senior Finance Officer. Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board. An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year’s budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

9. REVIEW

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

~~a. Supremacy of GASB Statement. To the extent that a specific conflict occurs between district policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.~~

~~b. Applicability. This policy shall apply to all governmental funds including the General, Food Service, Community Service, Capital Projects, and Debt Service Funds.~~

~~c. Classification of Fund Balances. The district shall classify its fund balances in~~

its various funds in one or more of the following classifications and report these on its balance sheet:

- i. Non-spendable funds;
- ii. Restricted funds;
- iii. Committed fund;
- iv. Assigned funds; or
- v. Unassigned funds.

d. Definitions of Classifications:

- i. "Non-spendable" funds are those that cannot be spent because they are:
 - (1) Not in spendable form, such as physical assets; or
 - (2) Subject to legal or contractual requirements requiring that they remain intact.
- ii. "Restricted" funds are those that are externally constrained in their use due to:
 - (1) imposed constraints by creditors, grantors, contributors or laws or regulations of other governmental subdivisions; or
 - (2) constraints imposed by law through constitutional provisions or enabling legislation.
- iii. "Committed" funds are those which are constrained in their use by a formal action of the Board of Directors.
- iv. "Assigned" funds are those which designated to be used for a specific purpose by the Board of Directors, the Superintendent or a Superintendent's designee.
- v. "Unassigned" funds are those funds that are the residual of the General Fund that have not been reported in any other classification.

e. Minimum Fund Balance. The district will take steps to attain a minimum unassigned General fund balance of no less than eight percent (8%) of the estimated General Fund expenditures for the following year.

f. Order of Resource Use. If resources from more than one fund balance classification could be used for an expenditure, the district shall use resources from fund balance classifications in the following order:

- i. 1st—restricted funds
- ii. 2nd—committed funds
- iii. 3rd—assigned funds
- iv. 4th—unassigned funds

g. Actions required to commit a fund balance. In order to commit a fund balance for a specific purpose:

- i. A resolution to commit the fund balance must be made at a regularly scheduled and noticed meeting of the Board of Directors; and
- ii. The resolution must be part of the noticed and published agenda for the meeting; and
- iii. A majority vote of the meeting's quorum must approve the resolution to commit a fund balance; and

- iv. The vote must be taken at a meeting before the end of the fiscal year, although the amount of the commitment may not be yet known.
- h. ~~Actions required to remove a commitment from a fund balance. In order to remove or otherwise change a previously made commitment of a fund balance:~~
 - i. ~~A resolution to change or remove the commitment of the fund balance must be made at a regularly scheduled and noticed meeting of the Board of Directors; and~~
 - ii. ~~The resolution must be part of the noticed and published agenda for the meeting; and~~
 - iii. ~~A majority vote of the meeting's quorum must approve the resolution.~~
- i. ~~Assigning fund balances:~~
 - i. ~~The Board of Directors, by majority vote may assign fund balances to be used for specific purposes when appropriate; and~~
 - ii. ~~The Board of Directors also delegates to the Superintendent and Superintendent's administration the power to assign fund balances:~~
 - (1) ~~Any assignment made under this delegation of authority must be reported to the Board of Directors on a monthly basis.~~
 - (2) ~~The Superintendent is authorized to designate officers within the administration as having this authority, which designations shall be reported to the Board on a monthly basis.~~

10. ~~MINIMUM FUND BALANCE USE AND REPLENISHMENT PLAN~~

- a. ~~Prior to use of the minimum fund balance funds the Superintendent shall institute one or more of the following actions:~~
 - i. ~~Reduction of expenditures through cost containment measures including purchasing freezes or hiring freezes, or reductions of force.~~
 - ii. ~~Attempts to increase revenue.~~
- b. ~~After use of the minimum fund balance funds the district shall replenish the fund balance within two fiscal years through use of both regular fund sources and additional sources when available.~~

11. ~~RESPONSIBILITY~~

- a. ~~The Superintendent is authorized to promulgate regulations to implement this policy.~~
- b. ~~The Board of Directors shall review the sufficiency of the fund balance level on no more than an annual basis and set an annual target fund balance. The Board of Directors may designate a subcommittee of the Board to review the sufficiency of the fund, its management and reporting on a more frequent basis.~~

Original Adoption:

10/30/1990

Revision Dates:

06/28/2011

Legal References:

- Governmental Accounting Standards Board Statement No. 34
- Governmental Accounting Standards Board Statement No. 54

Cross References:

- Policy 2100 (Superintendent Role and Functions)
- Policy 8110 (Purposes and Role of the Board)

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

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

Presiding Officer

Attest

Collin Beachy, Chair, Minneapolis
Public Schools

Lori Norvell, Clerk, Minneapolis
Public Schools

Minneapolis Public Schools

List A: All Employees: Tuesday, November 12, 2024

Hiring - Licensed

Kaleb Aalderks	Guidance & Counseling Services	Teacher, Counselor	10/28/2024
Abdullahi Aden	Harrison Education Center	Teacher, Counselor	11/11/2024
Khalid Alruwaili	Olson Middle	Teacher, English Second Language	9/30/2024
Ana Bartl	PAR Mentors	Teacher, TOSA PAR Mentor	10/14/2024
Corinne Bellot	Special Ed Program 3	Teacher, Music Therapist	9/17/2024
Katie Carter	Bryn Mawr Elementary	Teacher, Elementary	11/4/2024
Shelly Chermack	MPS Online 6-12	Teacher, Science	9/24/2024
Jourdan Coliman	Olson Middle	Teacher, Interventionist (Reading)	10/21/2024
Juan Carlos Constant Velásquez	Andersen Middle	Teacher, Special Education	10/21/2024
Nancy Debose	Andersen Middle	Teacher, Music	10/30/2024
Kent Elliott Allen	Psychology Services	Teacher, Psychology Services	1/28/2024
Alicia Freire Yagual	Nellie Stone Johnson Elementary	Teacher, B/B (Spanish) Elementary	10/17/2024
Anna Gerdeen	Transition Plus	Teacher, English Second Language	10/31/2024
Suzanne Hall Johnson	Career and Technical Education	Teacher, District Program Facilitator	10/7/2024
Karen Hudson	Early Childhood Special Education	Teacher, Special Education	9/11/2024
Amy Kafkas	Justice Page Middle	Teacher, World Languages (French)	11/6/2024
Elizabeth Larson	Las Estrellas Elementary	Teacher, Music	7/2/2024
Melanie Pabst-Leonidas	Ella Baker PK-8	Teacher, Social Worker	10/21/2024
Caitlin Ryan-Norton	FAIR High	Teacher, Special Education	10/30/2024
Hannah Toedter	Adult Basic Education	Teacher, Adult Basic Ed	11/11/2024
Cassandra Vandeurzen	Adult Basic Education	Teacher, Adult Basic Ed	11/4/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, November 12, 2024

Hiring - Licensed

Fernando Villa Florentino	Anwatin Middle	Teacher, English Second Language	10/2/2024
Anna Walters	FAIR High	Teacher, Interventionist (Reading)	10/22/2024
William Watson	Kenwood Elementary	Teacher, Elementary	11/7/2024
Andrea Welvaert	Special Ed Program 4	Teacher, District Program Facilitator	11/4/2024

Hiring - Non Licensed

Karon Ajilore	Hiawatha Elementary	Special Education Assistant	11/4/2024
Mariam Ali	Andersen Middle	Special Education Assistant	8/29/2024
Jessica Allen	Loring Elementary	Associate Educator	10/1/2024
Carmen Anderson	Marcy Elementary	Associate Educator	10/15/2024
Herbert Bailey	Jenny Lind Elementary	Security Monitor	10/8/2024
Anna Bauman Smith	Core Instruction (K-12)	K-12 Content Lead	9/16/2024
Hassan Bedal	Andersen Middle	Special Education Assistant	10/14/2024
Mohamednoor Bore	Andersen Middle	Special Education Assistant	8/29/2024
Merrick Borg	Strategic Data Analytics	Data Analyst	10/1/2024
Courtney Borgman	Sullivan PK-8	Special Education Assistant	10/7/2024
Jessica Brito	Equity & School Climate	Coordinator, Educational Equity	11/11/2024
Rachael Brushaber	Bryn Mawr Elementary	Special Education Assistant	10/21/2024
Justyna Butler	Office of Black Student Achievement	School Success Program Assistant	10/9/2024
Max Camacho-Hill	South High	Associate Educator	10/7/2024
Nicholas Cambio	Washburn High	Special Education Assistant	10/14/2024
Jennifer Canterbury	Minneapolis Kids	Child Care Assistant	10/28/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, November 12, 2024

Hiring - Non Licensed

Markell Carrington	SEA Cadre	Special Education Assistant	11/6/2024
Geraldine Carrollbrown	CWS, Site Group 6 - Southeast	School Cook	11/18/2024
Zoë Chinander-Mcfaul	Teen Parent Services	Family Learning Assist Child Care Worker	11/11/2024
Courtney Coates	CWS, Site Group 2 - Northeast	School Cook	11/4/2024
Adrianna Da Silva	Dowling Elementary	Special Education Assistant	10/30/2024
Cassidy Daugherty	Whittier Elementary	Associate Educator	11/4/2024
Donyae Dillon	Andersen Middle	Special Education Assistant	9/16/2024
Teresa Emery	Core Instruction (K-12)	K-12 Content Lead	10/7/2024
Teresa Emery	Core Instruction (K-12)	K-12 Content Lead	10/7/2024
Carlos Espinosa	Andersen Middle	Special Education Assistant	9/19/2024
Amanda Fassett	Hale Elementary	Associate Educator	10/14/2024
Shante Freshwater	Cityview Elementary	Special Education Assistant	9/23/2024
Faith Gallagher	Kenwood Elementary	Special Education Assistant	10/28/2024
Cornelius Gilleylen	Human Resources Business Services	Manager, HR Business Services	10/7/2024
Shawn Green	Engineers, Zone 2	Custodian	11/4/2024
Abdullahi Gure	Transportation, Regular Ed Transp.	School Bus Driver In Training	10/9/2024
Leyla Hadjdjelloul	Minneapolis Kids	Child Care Assistant	10/21/2024
Rachle Hamilton	Kenwood Elementary	Special Education Assistant	10/7/2024
Aleah Hollie	SEA Cadre	Special Education Assistant	10/3/2024
Donald Hooker	FAIR High	Special Education Assistant	11/4/2024
Margaret Hope	Folwell Elementary	Special Education Assistant	10/7/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, November 12, 2024

Hiring - Non Licensed

Daillen Hughes	Equity & School Climate	Coordinator, Educational Equity	11/11/2024
Aza Hurwitz	Kenwood Elementary	Special Education Assistant	10/7/2024
Ngoc-Mai Huynh	Edison High	Special Education Assistant	10/2/2024
Hawa Ibrahim	Sullivan PK-8	Associate Educator	9/25/2024
Kahlil Imaun	South High	Special Education Assistant	10/8/2024
Antonio Jackson	Engineers, Zone 1	Custodian	11/4/2024
Abdalla Jibril	Transportation, Regular Ed Transp.	School Bus Driver In Training	10/16/2024
Wilson Lema-Canar	Anthony Middle	Special Education Assistant	10/10/2024
Natasha Lindsey	Kenwood Elementary	Special Education Assistant	10/7/2024
Katherine Loff	Minneapolis Kids	Child Care Assistant	9/19/2022
Michael Marth	South High	Special Education Assistant	10/16/2024
Marianne Martin	CWS, Site Group 4 - Central East	School Cook, Lead	10/16/2024
Phyllis Matthews	Transportation, Regular Ed Transp.	Bus Aide	11/6/2024
Kadajja Mccaskel	Andersen Middle	Special Education Assistant	10/28/2024
Brian Mcdonald	Engineers, Zone 1	Custodian, Senior	10/21/2024
Bradley Mcmahon	Dowling Elementary	Special Education Assistant	10/21/2024
Jermaine Miller	Harrison Education Center	Special Education Assistant	10/10/2024
Abdifitah Mohamed	Folwell Elementary	Special Education Assistant	10/21/2024
Alejandra Moreno	Indian Education	School Success Program Assistant	11/13/2024
Jacob Moreno	Anthony Middle	Special Education Assistant	10/10/2024
Nimo Mursal	Folwell Elementary	Special Education Assistant	10/21/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, November 12, 2024

Hiring - Non Licensed

Allen Nelson	Northeast Middle	Special Education Assistant	10/21/2024
Jody Newberg	Southwest High	Office Assistant	10/21/2024
Jessica Oliver-Tebben	Equity & School Climate	Program Coordinator, Out4Good	11/11/2024
Xanaan Omar	Minneapolis Kids	Child Care Assistant	10/4/2024
Ayan Omer	SEA Cadre	Special Education Assistant	10/28/2024
Fardowsa Osman	Transportation, Regular Ed Transp.	Bus Aide	10/21/2024
Brittany Paskey	Barton Elementary	Associate Educator	11/4/2024
Stacy Perrilloux	Engineers, Zone 1	Custodian	11/4/2024
Sharon Petersen	Engineers, Zone 1	Quality Assurance Field Supervisor	10/7/2024
Sharon Petersen	Engineers, Zone 1	Quality Assurance Field Supervisor	10/7/2024
Jill Roen	KBEM Radio	KBEM Program Specialist	10/28/2024
Cory Roseth	Accountability	School Improvement Specialist	10/7/2024
Anne Rummel	Kenwood Elementary	Special Education Assistant	10/11/2024
Munira Saleem	Kenwood Elementary	Special Education Assistant	10/28/2024
Maria Salgado Aguilar	CWS, Site Group 1 - Northwest	Food Service Assistant	10/21/2024
Lizania Sanchez	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	10/9/2024
Katra Shire	Sullivan PK-8	Special Education Assistant	11/4/2024
Greta Soens	Minneapolis Kids	Child Care Assistant	10/21/2024
Kelly Stone	Check and Connect	Associate Educator	10/15/2024
Estella Strickling	Harrison Education Center	Special Education Assistant	10/7/2024
Maria Trimble	CWS, Site Group 6 - Southeast	School Cook	10/7/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, November 12, 2024

Hiring - Non Licensed

Rueben Trotter	Human Resources Business Services	Recruitment Coordinator	10/21/2024
Melissa Washington	Stadium View	Special Education Assistant	10/22/2024
Rashad Wilson	Engineers, Zone 2	Custodian	11/4/2024
Timothy Wilson	Information Technology Services	Executive Director, IT Services	10/7/2024
Mazbal Yalah	CWS, Site Group 6 - Southeast	Food Service Assistant	10/16/2024
Jhalissa Yates	Cityview Elementary	Special Education Assistant	10/28/2024
Nadifa Yousuf	CWS, Site Group 6 - Southeast	Food Service Assistant	10/7/2024

Discharges

Licensed

Teacher 11-12-2024 2024-11-ER-6818

Non-Licensed

Custodian 10-16-2024 2024-11-ER-6772
 Custodian 10-09-2024 2024-11-ER-5789
 Special Education Assistant 10-24-2024 2024-11-ER-6854
 Special Education Assistant 10-15-2024 2024-11-ER-6850
 Special Education Assistant 10-24-2024 2024-11-ER-6825
 Associate Educator 10-28-2024 2024-11-ER-6875

Non-Represented

Probationary Separations

Licensed

Teacher 12-06-2024 2024-11-ER-6922
 Teacher 12-04-2024 2024-11-ER-6917
 Teacher 11-16-2024 2024-11-ER-6879

Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Non-Licensed

School Cook 11-01-2024 2024-11-ER-6920
 Special Education Assistant 11-01-2024 2024-11-ER-6930
 Director 10-21-2024 2024-11-ER-6888
 SEA Cadre 10-10-2024 2024-11-ER-6864
 Specialist 10-22-2024 2024-11-ER-6887
 Special Education Assistant 11-01-2024 2024-11-ER-6904
 Special Education Assistant 10-28-2024 2024-11-ER-6894

Non-Licensed, Discontinuance of Contract

Non-Licensed, Staff Reduction

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

Engagement Agreement

GOVERNMENTAL AUDIT WITH FEDERAL SINGLE AUDIT

Sent via electronic mail.

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Name	Address
Minneapolis Public Schools Special District No 1	1250 W Broadway Minneapolis, MN 55411-2533
Contact Name	Agreement Date
Ibrahima Diop, Senior Officer of Finance and Operations	September 17, 2024
Contact Email	
ibrahima.diop@mpls.k12.mn.us	

SUMMARY OF ENGAGEMENT TERMS

Level of Service
Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book) and Federal Single Audit
Financial Statements
Governmental activities, each major fund, and the aggregate remaining fund information
Financial Reporting Framework
Accounting principles generally accepted in the United States of America
Reporting Period
As of and for the year ended June 30, 2024
Required Supplementary Information

Management's Discussion and Analysis (MD&A), Schedule of Changes in Net OPEB Liability and Related Ratios, Schedule of Employer Contributions - OPEB, Schedule of Investment Returns, Schedule of District's Proportionate Share of Net Pension Liability - General Employees Retirement Fund, Schedule of District's and Non-Employer Proportionate Share of Net Pension Liability - TRA Retirement Fund, Schedule of District Contributions

General Employees Retirement Fund, and Schedule of District Contributions TRA Retirement Fund

Supplementary Information

Combining and Individual Fund Financial Statements, Supplemental Schedules and Other Schedules	Opinion in relation to the financial statements as a whole
Introductory Section and Statistical Section of the Annual Comprehensive Financial Report	Introductory Section and Statistical Section of the Annual Comprehensive Financial Report - No opinion or assurance

Engagement Partner

Andrew Grice

Fees

Our fees for these services will be \$134,000.

Nonattest Services Performed by BerganKDV

Preparation of the basic financial statements, assistance with GASB 68 pension calculations, and preparation of the Schedule of Expenditures of Federal Awards.

Nonattest Services Performed by Creative Planning*

N/A

* Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV practice under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV is an independent, separately governed and licensed CPA firm that provides audit and attest services to its clients. Creative Planning provides wealth management, tax, business consulting, financial, and other professional

services to its clients. Creative Planning is not a licensed CPA firm. See alternative practice structure below for additional details.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The RSI as identified in the summary of engagement terms is required by GAAP and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI, including the schedule of expenditures of federal awards, that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information. We will read the other supplementary information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other supplementary information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are

fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- ◆ Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- ◆ Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AND SINGLE AUDIT

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an

unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We will identify significant risks of material misstatement as part of our audit planning. Audit planning and plan modifications continue throughout the course of the audit, as such, identified risks will include those identified and communicated to you previously, including during the prior year, modified for additional significant risks identified and prior risks no longer considered significant. These significant risks and modifications will be communicated to you throughout the audit process. A complete summary of significant risks identified will be included in our communications letter, required communications to those charged with governance.

Our audit of the financial statements does not relieve you of your responsibilities.

AUDIT PROCEDURES - INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the governmental entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the governmental entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS AND SINGLE AUDIT

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the

financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action

plan. The summary schedule of prior audit findings should be available for our review during our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings,

conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

OTHER MANAGEMENT RESPONSIBILITIES

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you understand that our firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

ALTERNATIVE PRACTICE STRUCTURE

Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV operate under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV provides audit and attest services and is closely aligned with Creative Planning that provides other professional (nonattest) services. Pursuant to a services agreement with Creative Planning, BerganKDV leases professional and administrative staff, both of which are employed by Creative Planning, to support BerganKDV's performance of audit and attest engagements. The professional and administrative staff leased under the services agreement will be under the direct control and supervision of BerganKDV, which is solely responsible for the professional performance of audit and attest engagements.

As identified in the summary of engagement terms, Creative Planning, which is not a licensed CPA firm, may provide permitted nonattest services, which are not covered under this agreement. BerganKDV, Creative Planning, and its affiliates will share confidential client information with each other to assist in the performance of those services. Your acceptance and signing of this agreement are also your consent for BerganKDV, Creative Planning, and its affiliates to share your information to provide you those services.

OTHER SERVICES

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms and the Uniform Guidance based on information provided by you. These nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

BerganKDV and/or Creative Planning may provide other nonattest services, as identified in the summary of engagement terms. These services may not be fully covered under this agreement and may be billed separately under other agreements with you.

You may request that BerganKDV and Creative Planning perform additional services not contemplated by this agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. BerganKDV or Creative Planning also may issue a separate agreement covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this agreement.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could potentially impair our independence.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent in the performance of our services in both fact and appearance. As such, BerganKDV and Creative Planning will not perform any management functions, make any management decisions, or perform any services or activities, without the appropriate safeguards, that would impair our independence.

You agree to assume all management responsibilities for the nonattest services, as identified in the summary of engagement terms, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonattest services provided by BerganKDV and Creative Planning. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

To ensure our independence is not impaired under professional and regulatory standards, you agree to inform the engagement partner before entering into any substantive employment discussions with any BerganKDV and Creative Planning personnel.

REPORTING

We will issue written reports upon completion of our Single Audit. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

FEES

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes in operations or disruptions in providing our services. If significant additional time is necessary, our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting or other regulatory standards, significant audit adjustments, internal control deficiencies or compliance findings, inaccurate accounting records, significant events or transactions resulting in expanded scope of work, unanticipated significant audit risks, staff turnover, or instances of fraud will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

We commit staff and resources to your engagement at the time scheduled with you and your team. Failure to provide the required documentation and engagement support by the agreed upon due dates may result in an inconvenience fee of 25% of the base fee noted in the summary of engagement terms.

AUDIT DOCUMENTATION

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

MANAGEMENT WRITTEN REPRESENTATIONS

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report can be downloaded from our website at www.creativeplanning.com/client-login/ or will be provided in alternate formats upon request.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The parties agree that this Engagement Letter/Agreement incorporates the **Professional Services Terms and Conditions** (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and BerganKDV. By signing this Engagement Letter/Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained



in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client’s own determination, with or without counsel, accepts this Agreement.

The undersigned represent and warrant they are authorized signers for their respective organizations.

Executed by BerganKDV:	Acknowledged and Accepted by:
<i>Andrew Grice</i>	
Title:	Title:
Shareholder	

PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (the “**Professional Services Terms and Conditions**” or “**T&C**”) are made part of the Engagement Letter (the “**Engagement Letter**”) entered into by the individual or entity client identified therein (hereinafter “**Client**”) and the BerganKDV identified therein (hereinafter “**Service Provider**”) (collectively, the Professional Services Terms and Conditions and the Engagement Letter, the “**Agreement**”). In the event of a conflict between these Terms and Conditions and the Engagement Letter, these Terms and Conditions shall control, unless the Engagement Letter makes specific reference to the section of this Professional Services Agreement that it intends to supersede. All capitalized terms not defined herein shall have the meaning as defined in the Engagement Letter.

1. Definitions. In addition to the terms defined elsewhere in this Professional Services Agreement, the following terms shall have the meanings set forth below when used in the Agreement:

“**Affiliate**” or “**Affiliates**” means any company, corporation, or limited liability company that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

“**Client Materials**” means any and all physical or electronic materials, information, data, dates, formulas, financial statements, records, Client’s Confidential Information, and any other information related to Client that Client provides to, or otherwise makes available to, Service Provider in the course of providing the Services to Client hereunder this Agreement.

“**Confidential Information**” shall collectively refer to: (1) all information or materials concerning any aspect of the business or affairs of the disclosing party that in any form, which is confidential, proprietary, or otherwise not generally available to the public, including without limitation the disclosing Party’s business or financial information and plans, documents, works in progress, work processes, trade secrets, customer information, and all other secret or confidential matter related to the disclosing Party’s business or projects and/or their Affiliates; and (2) any other information that disclosing Party designates as confidential, or which, under the circumstances of disclosure, the receiving Party reasonably knows should be treated as confidential.

“**Force Majeure Event**” means any event or circumstance beyond the control of a Party, including: (1) acts of God; (2) fire, flood, or explosion; (3) war, invasion, acts of terrorism, or other civil disorder; (4) national or regional emergency; (5) epidemics, outbreaks, pandemics (including, without limitation COVID-19); or (6) the operation of the Internet, interruption or failure of telecommunication or digital transmission links, and Internet slow-downs or failures.

“**Intellectual Property Rights**” means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets, registered designs, design rights, patents, all rights of whatsoever nature in computer software and data, database rights, all rights of privacy and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same.

“**Party**” and “**Parties**” means either or both of the Service Provider and the Client.

“**Report**” means any physical or electronic document or output that Service Provider creates in providing the Services to Client, including but not limited to, reports, related work product, materials, presentations, and related communications (written or otherwise).

“**Representatives**” means a Party’s officers, directors, agents, advisors, employees and contractors.

“**Services**” means the work product and services to be provided by Service Provider pursuant to this Agreement and the Engagement Letter.

“**Service Provider Materials**” means: (1) any of Service Provider including, without limitation, computer hardware or software programs, products, materials or methodologies and reports, studies, data, diagrams, charts, specifications, gateways, bridges and integrations with third-party code; (2) any modifications to Service Provider’s pre-existing software produced on behalf of Client; (3) works or materials created and developed by Service Provider prior to or independently of the Services; and (4) residual knowledge and know-how of general applicability resulting from performance of the Services.

“**Third-Party Software Provider**” means any third party that provides software, software as a service, or other platform or software related products and services that Service Provider engages to assist with the performance of the Services.

2. Services.

2.1. Services and Additional Services. The Services to be performed by Service Provider for Client are set forth in the Engagement Letter. If any time Client requests that Service Provider perform additional services outside the scope of the Services (“**Additional Services**”) and Service Provider agrees to perform the work but Service Provider and Client do not enter into a separate Engagement Letter setting forth the Additional Services, then Client agrees to pay Service Provider additional fees based in part upon the amount of time required at our standard billing rates, plus out-of-

PROFESSIONAL SERVICES TERMS AND CONDITIONS

pocket expenses, the Additional Services will be subject to the terms and conditions of this Professional Services Agreement, and all references to the term “Services” in this Professional Services Agreement shall be construed to mean the Services and the Additional Services. Service Provider, in its sole professional judgment, reserves the right to refuse to perform any Services or take any action that could be construed as assuming Client’s responsibilities as set forth herein.

2.2. Third-Party Software Providers. Client acknowledges and agrees that such Services may be performed by Service Provider, or any of its Affiliates, or Third-Party Software Providers. Client acknowledges and agrees that Service Provider may enter into contracts or licenses with such Third-Party Software Provider and Service Provider shall have the right to enter into, amend, terminate, or modify any such contract or license with any Third-Party Software Provider at any time in its sole discretion and without the consent of or notification to Client. If applicable to Client’s Services, Client may need to agree to Third-Party Software Providers’ terms and conditions or other contractual agreements in order to use Third-Party Software Providers’ services.

2.3. Quality Inputs. Notwithstanding anything herein to the contrary, Client agrees and acknowledges that the quality of the Services and any Reports is reliant on the accuracy, reliability, availability, and validity of the Client Materials provided by Client to Service Provider and Service Provider makes no representation or warranty with respect to issues with the Services that result from or are based on issues with accuracy, reliability, availability or validity of the Client Materials. Client hereby agrees that it will immediately notify Service Provider when it becomes aware of issues with the accuracy, reliability, availability, and validity of the Client Materials provided to Service Provider and Client assumes all risk, loss, and damages that arise therefrom, including, but not limited to any costs associated with redoing the Services and any Reports.

3. Payment for Services.

3.1. Service Fees and Payment Terms. Client agrees to pay the fees for the Services as set forth in the Engagement Letter and in these Professional Services Terms & Conditions. Any amounts owed by Client hereunder will be invoiced monthly and all payments shall be due within thirty (30) days of Client’s receipt of the applicable invoice, unless stated to the contrary in the Engagement Letter. Client may not offset, defer or deduct any invoiced amounts. If Client objects to any invoiced amount, Client must promptly notify Service Provider in writing (but in no event more than thirty (30) days of the invoice date) and provide a detailed summary of all objections. Client hereby waives any objections to any invoice if timely objections are not made. If Client objects to any invoice, Client shall promptly pay all undisputed amounts and work with Service Provider in good faith to attempt to resolve any disputes.

3.2. Prepayments. Service Provider shall have the right to require Client to prepay up to fifty percent (50%) of the anticipated fees for the Services prior to any Services being provided to Client. If Service Provider determines in its sole discretion that the total cost for providing the Services cannot be reasonably determined at the outset, then Service Provider shall have the right to require Client pay a prepayment to Service Provider in an amount reasonably determined by Service Provider prior to Service Provider providing the Services.

3.3. Interest on Past Due Amounts. If any invoice is not paid by its due date, Service Provider will charge Client and Client will pay an interest charge of one percent (1%) per month on the unpaid balance of such invoice. For any amounts that are disputed in good faith, Client may still be liable for the interest if such amounts are later found to be rightfully due and owing. Alternatively, for any disputed amounts that are made in good faith, Client can pay such amounts into a mutually agreeable interest-bearing escrow account, in which case Client will not be obligated to pay such interest provided it cooperates in good faith with Service Provider to promptly resolve the dispute.

3.4. Certain Remedies for Nonpayment. If an undisputed invoice is not paid when due, Client shall pay Service Provider a service charge accruing from the due date in the amount of one and half percent (1.5%) per month or the highest lawful rate, whichever is less, on the unpaid balance of such invoice. If Client fails to pay to Service Provider, within ten (10) days after Service Provider makes written demand for any past-due amount payable under the Agreement (including interest thereon), then, in addition to all other rights and remedies which Service Provider may have at law or in equity, Service Provider may seek collection from Client of unpaid amounts due and shall be entitled to all of its attorneys’ fees, costs of court and other costs of collection regardless if formal litigation is commenced. Service Provider is also entitled to accelerate and demand full payment of any future amounts due under the Engagement Letter. Service Provider may, in its sole discretion, decide to suspend Client’s access to the Services, including any Services provided by a Third-Party Software Provider, until all past due amounts are paid in full. Any withholding of Services or support due to a failure by Client to pay amounts due does not relieve Client from its contractual obligation to pay for the Services during the time the Services and/or support are withheld. If Client makes full payment and restores its account to good standing and the Agreement has not otherwise been terminated, then Service Provider may resume Services. Notwithstanding any term to the contrary herein, Client acknowledges and agrees that Services Provider shall not be liable for any damages that Client incurs resulting from Service Provider’s suspension of Services until all amounts due are paid in full to Service Provider.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

3.5. Taxes. All of Service Provider's invoiced amounts are exclusive of any taxes. Client is responsible for and shall pay all sales, use, excise, personal property or other taxes, whether federal, state or local, however designated, levied or imposed on any Services or invoiced amounts. Income, franchise or similar taxes related to Service Provider's earnings or business entity are Service Provider's responsibility.

4. Term of Agreement.

4.1. Term and Termination. The term of this Agreement shall commence on the Effective Date of the Engagement Letter and shall continue until terminated as provided herein. This Agreement may be terminated pursuant to the following: (1) either Party may terminate the Agreement for convenience by giving the other Party ninety (90) days' prior written notice; or (2) either party may terminate this Agreement "for cause" if the other party is in breach of any material term of this Agreement and does not cure the breach within thirty (30) days after receipt of the written notice of the alleged breach. Should such termination occur while Client still has Services remaining on any applicable agreement, except in situations where Client has terminated this Agreement for cause, then all of those amounts due presently and during the remainder of the Services term shall be immediately due and payable upon the effective termination of this Agreement.

4.2. Enforceability Post-Termination; Survival. Upon the termination of this Agreement, Service Provider has no further responsibility to provide Services. Client's obligation to pay Service Provider shall survive termination until all amounts due and owing to Service Provider are fully paid and Client shall be obligated to pay Service Provider for any fees or expense on a proportional basis for Services performed up to and including the Effective Date. Any provisions of this Agreement that by their terms require performance or have application to events following termination shall survive and remain in full force and effect.

4.3. Procedures Upon Termination. Upon the end of the Term, Service Provider shall prepare final invoices for Services and provide them to Client, and Client shall pay the same pursuant to the invoice terms. Both parties shall return any and all Confidential Information, reports, materials, or other service-related items as required by this Agreement in a timely manner. Both Parties are not obligated to delete data that is solely on their backup systems, provided that should the backup system's data that includes Confidential Information be restored to the primary system where the data is more readily accessible, then the Parties will at that time have the obligation to delete the Confidential Information.

5. Confidentiality, Certain Restrictive Covenants, and Intellectual Property.

5.1. Confidentiality Obligations. The receiving Party shall maintain the confidentiality of the disclosing Party's Confidential Information and protect such Confidential Information with the same degree of care that it applies to the receiving Party's own similar Confidential Information, but in no event less than a reasonable degree of care, given the nature of the information disclosed. The disclosing Party's Confidential Information shall be used by the receiving Party solely for the purpose of rendering or obtaining Services (as applicable) pursuant to this Agreement and, except as permitted herein, shall not be disclosed to any third party without the prior consent of the disclosing Party. Notwithstanding the foregoing, Client acknowledges that Service Provider may share Client's Confidential Information with those of its Representatives, Affiliates and any Third-Party Software Providers that have a need to know in order to assist with the performance of the Services and who agree to maintain the Client's Confidential Information on the same or similar terms as set forth herein. Client acknowledges that it may be asked by certain Third-Party Software Providers to consent to the sharing of Client's Confidential Information in connection with the Services, and Client agrees to consent to such requests from Third-Party Software Providers. This Agreement shall be deemed Confidential Information.

5.2. Exceptions. The restrictions on Confidential Information in this Section 5 shall not apply to information: (1) generally available to the public through no act or omission of the receiving Party, its Representatives, or its Affiliates; (2) independently developed or acquired by the receiving Party without use or reference to the disclosing Party's Confidential Information; (3) approved for release in writing by the disclosing Party; (4) that is received without restriction from another person or organizations lawfully in possession of such information and entitled to provide such information to the receiving Party; or (5) information that was rightfully in the possession of the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party. Additionally, either Party may use or disclose the other Party's Confidential Information if required by any request or order of any applicable government or regulatory authority, or otherwise as required by applicable law. Before disclosing the disclosing Party's Confidential Information for such purpose, the receiving Party must provide prompt written notice to the disclosing Party of the circumstances requiring disclosure of such Confidential Information, and the Parties shall cooperate with each other, at the disclosing Party's expense, to obtain protection for the confidentiality thereof to the extent available, to contest and avoid such disclosure, to obtain any other appropriate remedy, or to waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives

PROFESSIONAL SERVICES TERMS AND CONDITIONS

compliance with the provisions of this Agreement, the receiving Party will furnish only that portion of Confidential Information which is legally required.

5.3. HIPAA. If applicable, notwithstanding anything herein to the contrary, to the extent the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) applies to Client, Client acknowledges and agrees that: (1) Client retains all responsibility for being compliant with the applicable provisions of HIPAA that may apply to the Client Materials provided by Client pursuant to the Services; and (2) Service Provider makes no representation or warranty herein regarding its compliance with any applicable HIPAA laws and regulations in connection with the Services.

6. Warranties.

6.1. Representations and Warranties. Each Party represents, warrants and covenants to the other that: (1) it has full right, power and authority to enter into and fully perform its obligations under this Agreement; (2) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a party or by which it is bound; and (3) it shall comply with all material laws, rules and regulations applicable to its activities in connection with this Agreement. Client further represents, warrants, and covenants that: (1) the Client Materials are original to Client or Client has obtained the necessary rights to provide the Client Materials to Service Provider and use the Client Materials in connection with the Services; and (2) the Client Materials as provided to Service Provider are accurate, reliability, availability, and valid for the performance of the Services.

6.2. All Obligations Set Forth in This Agreement; Limitation. SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS AND/OR SERVICE UNAVAILABILITY OF ANY KIND, REGARDLESS OF CAUSE, EXCEPT AS PROVIDED IN THIS AGREEMENT. CLIENT EXPRESSLY WAIVES ANY CLAIMS AGAINST SERVICE PROVIDER FOR LOSS, INJURY, OR DAMAGE OF ANY KIND, DIRECTLY OR INDIRECTLY, RESULTING FROM AVAILABILITY OF THE SERVICES, USE OF THE SERVICES OR FROM ANY LOSS OR CORRUPTION OF CLIENT MATERIALS SOFTWARE, OR HARDWARE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.3. OTHER WARRANTY DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES ON THE SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR OF ANY RESULTS TO BE ACHIEVED. UNLESS NOTED EXPLICITLY OTHERWISE HEREIN, ALL SERVICES ARE PROVIDED AS-IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, ANY SERVICES THAT ARE CONTINGENT ON OR PROVIDED BY A THIRD-PARTY SOFTWARE PROVIDER CARRY NO WARRANTY OF ANY KIND BY SERVICE PROVIDER. CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH THIRD-PARTY SOFTWARE PROVIDER FOR ANY AND ALL LIABILITY. THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SERVICE PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICE PROVIDER UNDER THIS AGREEMENT.

7. Limitation of Liability and Indemnification.

7.1. LIMITATION ON DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT ACKNOWLEDGES AND AGREES THAT THE MAXIMUM AGGREGATE AMOUNT THAT CLIENT CAN COLLECT FROM SERVICE PROVIDER OR ITS AFFILIATES FOR ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER PURSUANT TO THIS AGREEMENT OR OTHERWISE UNDER THE LAW, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID FOR THE SPECIFIC SERVICE AT ISSUE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT OVER THE PAST TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM FIRST AROSE.

7.2. WAIVER OF CERTAIN DAMAGES. UNLESS SPECIFIED EXPLICITLY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER ARISING IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS PARAGRAPH IS ENTITLED TO LIMIT OR WAIVE THE AMOUNTS DUE FROM CLIENT TO SERVICE PROVIDER.

7.3. MUTUAL INDEMNIFICATION. Each Party (“**Indemnifying Party**”) will defend, indemnify, and hold harmless the other Party and its Affiliates, and any of their Representatives (“**Indemnified Party**”), from and against any and all losses, claims, actions, proceedings, and suits, and all related liabilities, damages, judgements, settlements, penalties, fines, costs or expenses (including reasonable attorneys’ fees and other actual litigation related expenses) (collectively “**Losses**”) incurred by the Indemnified Party, arising out of or relating to: (1) any breach or alleged breach of the Indemnifying Party’s representations and warranties; (2) any damage or loss caused by negligence, fraud, dishonesty, or willful misconduct by the Indemnifying Party or any of its Representatives; (3) unauthorized disclosure of confidential information by the Indemnifying Party; (4) claims against the indemnified party by a third party for infringement upon Intellectual Property Rights; and (5) any other violation of this Agreement by the Indemnifying Party. Notwithstanding anything to the contrary contained in this Agreement, in no event will the Indemnifying Party be liable for any amount attributable to the Indemnified Party’s gross negligence, willful misconduct, or breach of this Agreement.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

8. Miscellaneous.

8.1. Non-solicitation of Employees. During the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason, Client shall not, directly or indirectly, hire, offer to hire, entice away, solicit, or in any other way persuade or attempt to persuade any Representative to discontinue their relationship with Service Provider. If Client violates this provision, Client shall pay Service Provider an amount equal to the Representatives total annualized compensation, including wages, bonuses and the cost of all benefits, if any, that Service Provider paid or was payable to the Representative during the one (1) year period prior to Client soliciting the Representative as well as the forecasted or actual total annualized compensation that Client will pay or did pay to Representative after the solicitation occurred.

8.2. Notification. All notices, requests, demands and other communications which are required or may be given under the Agreement will be in writing and will be deemed to have been duly given, or otherwise properly received: (1) when actually received if personally delivered; (2) when transmitted by confirmed facsimile, electronic or digital transmission method; (3) the day after it is sent, if sent for next day delivery to a domestic United States address by recognized overnight delivery service (e.g., Federal Express); and (4) upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice will be sent pursuant to the addresses and notice information for each Party set forth in the Engagement Letter, provided, however, that any Party may change such Party's notice information by written notice to the other Party in the manner set forth above.

8.3. Force Majeure. Except for any payment obligations, which shall remain due and payable in accordance with the provisions of this Agreement, either Party shall be excused from delays in performing, or from its failure to perform, its obligations pursuant to this Agreement if such delays or failures result from a Force Majeure Event. In order to be excused from delay or failure to perform due to a Force Majeure Event, a Party must provide prompt written notice to the other Party reasonably identifying the Force Majeure Event and use commercially reasonable efforts to resume performance to the extent possible. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement. Notwithstanding any term to the contrary herein this Agreement, Client's sole and exclusive remedy for any such termination shall be a refund of the pro-rata portion of any pre-paid Service fees.

8.4. No Agency. Service Provider is acting solely as an independent contractor in rendering Services under this Agreement. In no way is Service Provider to be construed as the agent or acting as the agent of Client in any respect. Service Provider is neither the employer nor an employee of Client.

8.5. Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, any assignee under this Agreement shall be subject to all of the terms, conditions and provisions of this Agreement.

8.6. Waiver. No waiver or breach of any provision of this Agreement shall be effective unless made in writing nor shall such waiver or breach operate as, or be construed to be, a continuing waiver of such provision or breach.

8.7. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of law provisions. Subject to the alternative dispute resolution process described in section 8.8, any disputes between the Parties in connection with this Agreement shall be exclusively brought only in a court of competent jurisdiction located in either: (1) the county in which the Service Provider's office sits that is providing the majority of the Services to the Client under this Agreement; or (2) if subsection (1) is inapplicable for any reason, then in Johnson County, in the State of Kansas. THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN THE EVENT OF ANY DISPUTE UNDER THIS AGREEMENT.

8.8. Alternative Dispute Resolution – Mediation & Arbitration. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first attempt to settle the dispute by mediation that will be administered by a neutral party, using mediation procedures, both of which have been agreed upon by both Parties before resorting to arbitration. Where mediation fails to produce a binding resolution between the Parties, any continued dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by individual final and binding arbitration in the proper location determined by section 8.7 of these Terms. Except as otherwise provided in this section or mutually agreed upon by the Parties, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. All aspects of the mediation and arbitration, including any final and binding award issued by the arbitrator, shall be strictly confidential. Judgment on the final and binding award issued by the arbitrator may be entered in a court described in section 8.7. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

8.9. Time Period for Claims. The Parties acknowledge that the nature of the Services makes it inherently difficult, with the passage of time, to present evidence in an arbitration that fully and fairly establishes the facts underlying any

PROFESSIONAL SERVICES TERMS AND CONDITIONS

dispute that may arise between us. The Parties agree that notwithstanding any applicable statute of limitation that might otherwise apply to a claim or dispute between the Parties, including one arising out of this Agreement or the Services, any arbitration permitted under the Agreement (except related to the collection of sums due from Client) must be commenced within twelve (12) months after the date of delivery of any Report arising from the Services or if no Reports are delivered in connection with the Services, within twelve (12) months after the date of delivery of the Services. This twelve (12) month period applies and begins to run on the date of each report delivered by Service Provider, even if Service Provider continues to perform Services after such date, and even if neither Party has become aware of the existence of a claim or the basis for a possible claim. In the event a dispute within the last sixty (60) days of the twelve (12) month period, the period of limitation to commence a lawsuit shall be extended by up to sixty (60) days, to allow the Parties to conduct nonbinding mediation pursuant to Section 8.8.

8.10. Attorneys' Fees. The Party who substantially prevails in enforcing this Agreement shall be entitled to all of its reasonable attorneys' fees, expert witness fees, investigation costs, and court and appeal costs regardless of if a formal lawsuit is commenced. This provision shall remain in force for costs associated with section 8.8 unless the parties agree to allocate costs subject to a separate agreement.

8.11. Fees for Client Disputes with Third Parties. Except for disputes arising between the Parties, in the event Service Provider or any of its Affiliates are called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing, investigation, trial, appeal, or proceeding regarding information or communications that Client has provided to Service Provider, any documents and materials prepared by Service Provider in accordance with the terms of this Agreement, or any knowledge the Service Provider has related to Client, Client shall pay any and all expenses, including fees and costs for Service Provider's time, at Service Provider's rates then in effect, as well as any legal or other fees that Service Provider incurs as a result of such appearance or production of documents.

8.12. Subpoenas and Legal Proceedings. If Service Provider receives a subpoena related to Client, the Services Service Provider performed for Client, or if Service Provider otherwise must engage in any legal proceeding relating to Client or its acts or omissions, Client agrees to reimburse Service Provider for its costs associated with the same (including reasonable attorneys' fees), along with the value of the time its staff incurs in responding to the subpoena and participating in the legal proceeding calculated at the respective staff members' standard billable rate. Client shall pay all such amounts within ten (10) days of written demand.

8.13. Reproductions of Materials. Any publication or other reproduction of any Report prepared by Service Provider as part of the Services shall reference Service Provider's name and logo as original prepared and provided to Client. Client agrees to provide Service Provider with printers' proofs or master of such publication or reproduction of a Report for Service Provider's review and approval before it is printed and before it is distributed.

8.14. Electronic Signatures; Electronic Disclosures. The Parties agree that this Agreement and any other documents delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall have the same legal validity and enforceability as handwritten signatures to the fullest extent permitted by applicable law. Client hereby authorizes Service Provider and Third-Party Software Providers to deliver to Client electronically formatted data and information, including financial statements, drafts of financial statements, financially sensitive information, spreadsheets, trial balances, or other financial data from Service Providers files.

8.15. Counterparts. This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

8.16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties in relation to the Services provided hereunder and supersedes all prior written or oral communications and representations only with respect to the Services provided hereunder in this Agreement.

8.17. Severability. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

8.18. Equitable Relief. Each Party acknowledges that its breach of Section 5 (**Confidentiality, Certain Restrictive Covenants, and Intellectual Property**) or Section 8.1 (**Non-solicitation of Employees**) will cause irreparable injury to the other Party for which monetary damages are not an adequate remedy. Accordingly, in addition to any other rights and remedies available to such Party, a Party shall be entitled to seek injunctive relief and other equitable remedies in the event of a breach of the terms of Section 5 or Section 8.1 by the other Party.

Nutrition Center Generator Replacement

Contract Sum: \$521,750.00

Contractor: Construction Results

Project Name and Number

MPS Nutrition Center Generator Replacement
812 Plymouth Ave N
Minneapolis, MN 55411

Minneapolis Public Schools Project Number 24NUTR001
Official Publication Number: 25-2503

Description

This Contract shall include General Construction Work, including site, mechanical and electrical work, required to construct MPS Nutrition Center Generator Replacement, 812 Plymouth Avenue North, Minneapolis, MN 55411, for Minneapolis Public Schools, Special School District No. 1, Minneapolis, MN, as shown on the Contract Drawings and described in the Project Manual, dated September 12, 2024, prepared by KFI Engineers, 670 County B Rd W, St. Paul, MN 55113 and Addendum #1 dated 10/2/2024.

MPS purchased new generator directly from Interstate Power Systems, Inc. This contractor to coordinate delivery and installation of owner supplied generator.

Contract Sum Details

Item	Price	Status
Base Bid	\$521,750.00	Accepted
No alternates requested		

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 14th day of October in the year 2024
(In words, indicate day, month and year.)

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

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

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

Construction Results Corporation
5465 Highway 169 North
Plymouth, MN 55442

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

MPS Nutrition Center Generator Replacement
812 Plymouth Ave N
Minneapolis, MN 55411

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

KFI Engineers
670 County B Rd W
St. Paul, MN 55113

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The date of this Agreement.

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

Established as follows:

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

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

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

§ 3.3 Substantial Completion

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

Init.

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User Notes:

(3B9ADA36)

[] 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 as defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

(Table Deleted)

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

Init.

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User Notes:

(3B9ADA36)

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

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

§ 5.3 Interest

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

(Paragraph Deleted)

§ 5.4 Prompt Payment to Subcontractors

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.1.1 Mediation

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

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

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

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

§ 6.2 Binding Dispute Resolution

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

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(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

Mauricio Ochoa, Project Manager
1250 West Broadway Avenue
Minneapolis, MN 55411

§ 8.3 The Contractor’s representative:

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

Carl Hoikka, Project Manager
Construction Results Corporation
5465 Highway 169 North
Plymouth, MN 55442

§ 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 development practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

January 31, 2020

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

(Paragraphs Deleted)

[EXH-B Project Charter](#)

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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)

(Printed name and title)

Mike Luurtsema

CONTRACTOR (Signature)

Mike Luurtsema

(Printed name and title)

President

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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.

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PAGE 1

AGREEMENT made as of the 14th day of October in the year 2024

...

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

...

Construction Results Corporation
5465 Highway 169 North
Plymouth, MN 55442

...

MPS Nutrition Center Generator Replacement
812 Plymouth Ave N
Minneapolis, MN 55411

...

KFI Engineers
670 County B Rd W
St. Paul, MN 55113

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
-------------	--------------

...

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

...

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

...

Item

Units and Limitations

Price per Unit (\$0.00)

...

§ 4.5 Liquidated damages, if any: damages

PAGE 4

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

...

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

...

Owner.

...

§ 4.6 Other:

...

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

...

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

...

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

...

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

...

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

PAGE 5

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

...

5% (five percent)

...

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

...

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

...

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

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

...

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

...

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

PAGE 6

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

...

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

...

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

...

(Insert rate)

...

§ 5.4 Prompt Payment to Subcontractors

...

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

...

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

...

§ 6.1.1 Mediation

...

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

...

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

...

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

...

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

PAGE 7

Litigation in a court of competent jurisdiction

...

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

...

Mauricio Ochoa, Project Manager
1250 West Broadway Avenue

Minneapolis, MN 55411

...

Carl Hoikka, Project Manager
Construction Results Corporation
5465 Highway 169 North
Plymouth, MN 55442

PAGE 8

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit, 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 ~~a building information modeling exhibit, 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.)

...

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

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

...

- .4** ~~Building information modeling exhibit, AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit~~, dated as indicated below:

...

(Insert the date of the ~~building information modeling exhibit E203-2013~~ incorporated into this Agreement.)

...

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:

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

PAGE 9

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

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

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

...
[] The Sustainability Plan:

...

Title

Date

Pages

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:07:40 CT on 10/14/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 14th day of October in the year 2024
(In words, indicate day, month and year.)

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

MPS Nutrition Center Generator Replacement
812 Plymouth Ave N
Minneapolis, MN 55411

Minneapolis Public Schools Project Number 24NUTR001
Official Publication Number: 25-2503

THE OWNER:
(Name, legal status and address)

Minneapolis Public Schools, SSD#1
1250 West Broadway Ave, Minneapolis, MN 55411

THE CONTRACTOR:
(Name, legal status and address)

Construction Results Corporation
5465 Highway 169 North
Plymouth, MN 55442

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- A.3 CONTRACTOR'S INSURANCE AND BONDS
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ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

ADDITIONS AND DELETIONS:

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

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

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

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§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

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

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

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

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

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

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

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

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

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

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

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

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

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

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

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

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

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

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

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

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

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§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

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

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

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- .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.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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

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

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

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

None

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:09:17 CT on 10/14/2024.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 14th day of October in the year 2024

...

(Name and location or address)

MPS Nutrition Center Generator Replacement
812 Plymouth Ave N
Minneapolis, MN 55411
Minneapolis Public Schools Project Number 24NUTR001
Official Publication Number: 25-2503

...

Minneapolis Public Schools, SSD#1
1250 West Broadway Ave, Minneapolis, MN 55411

...

Construction Results Corporation
5465 Highway 169 North
Plymouth, MN 55442

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than — (\$ —) per claim

and ~~(\$)~~ in the aggregate, for Work within fifty (50) feet of railroad property.

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

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

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

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

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

...

Payment Bond
Performance Bond

Full contract value

Full contract value

...

None



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

MPS Nutrition Center Generator Replacement
812 Plymouth Ave N
Minneapolis, MN 55411

Minneapolis Public Schools Project Number 24NUTR001
Official Publication Number: 25-2503

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)

KFI Engineers, 670 County B Rd W, St. Paul, MN 55113

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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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15 CLAIMS AND DISPUTES



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(2036882008)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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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 deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 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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MPS Nutrition Center Generator Replacement
812 Plymouth Ave N
Minneapolis, MN 55411

Minneapolis Public Schools Project Number 24NUTR001
Official Publication Number: 25-2503

...

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

...

KFI Engineers, 670 County B Rd W, St. Paul, MN 55113

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...

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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 17:10:17 CT on 10/14/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit B – Project Charter

Project Name and Number

Description

Contract Sum

The Contract Sum shall be \$521,750.00

Alternates

Item	Price	Status
none		

Conditions

Item	Price	Conditions for Acceptance
none		

Allowances

Item	Price
none	

Unit Prices

Item	Units and Limitations	Price per Unit (\$0.00)
none		

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT’S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:

The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

- a. Worker’s Compensation and Employer’s Liability Insurance

- i. Coverage A is statutory.
- ii. Coverage B
 - \$500,000 Each Accident
 - \$500,000 Each Employee
 - \$500,000 Policy Limit (Disease)

- b. Comprehensive General Liability Insurance *

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Per Occurrence	\$1,000,000
Medical Payments	\$10,000

* The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

- c. Automobile Insurance

Per Occurrence	\$1,000,000
PIP	Basic
Underinsured Motorist	\$1,000,000
Uninsured Motorist	\$1,000,000

- d. Professional Liability Insurance

- i. Per Claim \$2,000,000

- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:

Aggregate	\$4,000,000
-----------	-------------

e. Umbrella Liability Insurance

- i. Per Occurrence \$2,000,000
- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:

Aggregate	\$2,000,000
-----------	-------------

f. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are \$1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT’S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner’s lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner’s lender(s) do procure or maintain such insurance, the Owner or the Owner’s lender(s) shall have, in addition to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

- a. Professional Liability Coverage of \$2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below \$2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."
- b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.
- c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE

The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

- a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

- b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR’S INSURANCE – to be used with AIA A101-2017

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

- | | |
|---|-------------|
| i. General Aggregate | \$1,500,000 |
| ii. Products/Completed Operations Aggregate | \$1,500,000 |
| iii. Per Occurrence | \$1,500,000 |

The Owner shall be named as additional insured for Commercial General Liability Insurance

b. Automobile Insurance

- | | |
|----------------------------|-------------|
| i. Per Occurrence | \$1,000,000 |
| ii. PIP | Basic |
| iii. Underinsured Motorist | \$1,000,000 |
| iv. Uninsured Motorist | \$1,000,000 |

c. Workers Compensation

- i. Coverage A is statutory.
- ii. Coverage B \$500,000 Each Accident
- iii. \$500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

- i. Per Claim \$2,000,000

For Projects with an estimated construction cost of over \$10,000,000 or major structural work, additional Aggregate coverage of \$4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

f. Property Insurance

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders "all risk" Insurance

- i. Per Claim \$2,000,000
- ii. Aggregate \$4,000,000

This insurance is only required for additions exceeding \$10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

- i. Aggregate limit \$5,000,000

This insurance is required only for projects larger than \$10,000,000 in total construction costs.

Exhibit D – Project Schedule

Project Name and Number

MPS Nutrition Center Generator Replacement
812 Plymouth Ave N
Minneapolis, MN 55411

Minneapolis Public Schools Project Number 24NUTR001
Official Publication Number: 25-2503

Description

This Contract shall include General Construction Work, including site, mechanical and electrical work, required to construct MPS Nutrition Center Generator Replacement, 812 Plymouth Avenue North, Minneapolis, MN 55411, for Minneapolis Public Schools, Special School District No. 1, Minneapolis, MN, as shown on the Contract Drawings and described in the Project Manual, dated September 12, 2024, prepared by KFI Engineers, 670 County B Rd W, St. Paul, MN 55113, and Addendum #1 dated 10/2/2024.

MPS purchased new generator directly from Interstate Power Systems, Inc. This contractor to coordinate delivery and installation of owner supplied generator.

Schedule

MPS Formal Board Approval:	November 12, 2024
Delivery of Equipment:	Approx. December 23, 2024 Lead time is 12-14 weeks on the Gillette generator and 9-11 weeks on the ASCO amp transfer switches
Pre-Construction Meeting:	2 weeks prior to start of construction
Substantial Completion:	February 28, 2025
Final Completion:	March 15, 2025
Closeout Documents:	60 days after Substantial Completion
1-Year Warranty Review:	February 2026

Note: Juneteenth Holiday: June 19, 2024 (All MPS Buildings Closed)

Substantial Completion

The Work will be substantially complete on or before **February 28, 2025**.

Signature Certificate

Reference number: JKXYM-U7NNR-DRM9F-WZGEX

Signer

Timestamp

Signature

Mike Luurtsema

Email: mike.luurtsema@constructionresults.com

Sent: 15 Oct 2024 20:09:14 UTC
Viewed: 15 Oct 2024 20:10:08 UTC
Signed: 15 Oct 2024 20:11:24 UTC



Recipient Verification:

✓ Email verified 15 Oct 2024 20:10:08 UTC

IP address: 96.78.81.138
Location: Minneapolis, United States

Document completed by all parties on:
15 Oct 2024 20:11:24 UTC

Page 1 of 1



Signed with PandaDoc

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FY24 Multi-Site BAS Upgrades Phase 1

Contract Sum: \$1,072,030

Contractor: Harris St. Paul, Inc.

Project Name and Number

Multi-Site
1250 West Broadway Ave.
Minneapolis, MN 55411
Minneapolis Public Schools Project Number
OP# 25-2506

Description

Scope includes labor, materials, equipment, and incidentals to complete all work for the BAS Upgrades – Phase 1 project, in accordance with Drawings and Specifications prepared by KFI Engineers.

Contract Sum Details

Item	Price	Status
Base Bid	\$1,072,030	accepted
Alt #1: 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 23 day of October in the year 2024
(In words, indicate day, month and year.)

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

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

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

Harris St. Paul, Inc.
909 Montreal Circle
St. Paul, MN. 55102
(651) 602-6500

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

Multi-Site BAS Upgrades Phase 1
1250 West Broadway Avenue
Minneapolis, MN. 55411

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

KFI Engineers
670 County B Rd. W.
St. Paul, MN. 55113
(651) 771-0880

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The date of this Agreement.

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

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

Init.

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

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

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

(Table Deleted)

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

Init.

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

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

(Paragraph Deleted)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Paragraph Deleted)

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

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

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

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

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

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

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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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 all lien waivers and IC134 forms have been delivered to the Owner.

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

§ 5.3 Interest

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

(Paragraph Deleted)

§ 5.4 Prompt Payment to Subcontractors

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.1.1 Mediation

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

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

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

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

Init.

§ 6.2 Binding Dispute Resolution

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

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (*Specify*)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Kanjana Foster, Project Manager
1250 West Broadway Avenue
Minneapolis, MN 55411

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

Ross Nelson
rnelson@harriscompany.com
909 Montreal Circle
St. Paul, MN. 55102
(612) 290-2291

Init.

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User Notes:

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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 development practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

Init.

| (Paragraphs Deleted)

| EXH-B Project Charter
| (Paragraph Deleted)

| EXH-C Owner Insurance
| EXH-D Project Schedule

| (Paragraph Deleted)

| (Table Deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

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

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

Thomas T. Danley

OWNER (Signature)

CONTRACTOR (Signature)

Thomas T. Danley VP

(Printed name and title)

(Printed name and title)

Init.

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 10:13:54 CT on 10/25/2024.

PAGE 1

AGREEMENT made as of the 23 day of October in the year 2024

...

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

...

Harris St. Paul Inc.
Harris Company
909 Montreal Circle
St. Paul, MN. 55102
(651) 602-6500

...

Multi-Site BAS Upgrades Phase 1
1250 West Broadway Avenue
Minneapolis, MN. 55411

...

KFI Engineers
670 County B Rd. W.
St. Paul, MN. 55113
(651) 771-0880

PAGE 2

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

...

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

PAGE 3

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

...

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

...

Portion of Work

Substantial Completion Date

...

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

...

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

...

Item

Price

...

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

...

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

...

Item

Price

Conditions for Acceptance

...

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

...

(Identify each allowance.)

...

Item

Price

...

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

...

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

...

Item

Units and Limitations

Price per Unit (\$0.00)

...

§ 4.5 Liquidated ~~damages~~, if any: damages

PAGE 4

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

...

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

...

Owner.

...

§ 4.6 Other:

...

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

...

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

...

month.

...

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

...

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

...

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

PAGE 5

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

...

5% (five percent)

...

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

...

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

...

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. **The Application for Payment submitted at Substantial Completion shall not include**

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

...

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

...

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

PAGE 6

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

...

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

...

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

...

(Insert rate)

...

§ 5.4 Prompt Payment to Subcontractors

...

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

an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

...

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

...

§ 6.1.1 Mediation

...

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

...

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

...

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

...

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

PAGE 7

Litigation in a court of competent jurisdiction

...

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

...

Kanjana Foster, Project Manager
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Ross Nelson
rmelson@harriscompany.com
909 Montreal Circle
St. Paul, MN, 55102
(612) 290-2291

PAGE 8

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit, 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 ~~a building information modeling exhibit, 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.)

...

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

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

...

.4 ~~Building information modeling exhibit, AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit,~~ dated as indicated below:

...

(Insert the date of the ~~building information modeling exhibit E203-2013~~ incorporated into this Agreement.)

...

January 31, 2020

PAGE 9

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

...

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

...

[EXH-B Project Charter](#)

...

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

...

[EXH-C Owner Insurance](#)

...

[EXH-D Project Schedule](#)

...

~~[]~~ The Sustainability Plan:

...

Title

Date

Pages

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:13:54 CT on 10/25/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Curtis Hartog, Executive Director

(Title)

10/25/2024

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 23 day of October in the year 2024
(In words, indicate day, month and year.)

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

FY24 Multi-Site BAS Phase 1
Mult-Site, Minneapolis

THE OWNER:
(Name, legal status and address)

Minneapolis Public School SSD#1
1250 West Broadway Ave. Minneapolis, MN. 55411

THE CONTRACTOR:
(Name, legal status and address)

Harris St. Paul, Inc.
909 Montreal Circle, St. Paul, MN. 55102

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

ADDITIONS AND DELETIONS:

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

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

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

§ A.2.3 Required Property Insurance

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

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

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

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

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

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

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

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

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

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

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

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

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

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

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

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

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

Init.

/

including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

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

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

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

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

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

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

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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

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

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

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

None

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

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

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 10:15:26 CT on 10/25/2024.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 23 day of October in the year 2024

...

FY24 Multi-Site BAS Phase 1
Multi-Site, Minneapolis

...

Minneapolis Public School SSD#1
1250 West Broadway Ave. Minneapolis, MN. 55411

...

Harris St. Paul, Inc.
909 Montreal Circle, St. Paul, MN. 55102

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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 ECH-C Owner Insurance,~~ providing coverage for claims including

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Coverage	Limits
§ A.3.4 Performance Bond and Payment Bond	
...	
Payment Bond	<u>Full contract value</u>
Performance Bond	<u>Full contract value</u>
...	
<u>None</u>	



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

FY24 Multi-Site BAS Upgrades Phase 11250 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 ARCHITECT:
(Name, legal status and address)

KFI Engineers 670 County B Rd. W

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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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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 deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, **business and reputation, and for loss of management or employee productivity or of the services of such persons; and**
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on **the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.**

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is **made and the party receiving the demand fails to file for mediation** within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



Additions and Deletions Report for AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:16:38 CT on 10/25/2024.

PAGE 1

FY24 Multi-Site BAS Upgrades Phase 11250 West Broadway Ave. Minneapolis, MN. 55411

...

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

...

KFI Engineers 670 County B Rd. W

PAGE 10

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

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 10:16:38 CT on 10/25/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Curtis Hartog, Executive Director

(Title)

10/25/2024

(Dated)

Exhibit B – Project Charter

FY24 Multi-Site BAS Upgrades Phase 1

Description

Scope includes labor, materials, equipment, and incidentals to complete all work for the BAS Upgrades – Phase 1 project, in accordance with Drawings and Specifications prepared by KFI Engineers.

Contract Sum

The Contract Sum shall be \$1,072,030.00

Alternates

Item	Price	Status
N/A		

Conditions

Item	Price	Conditions for Acceptance
N/A		

Allowances

Item	Price
N/A	

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:

The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

- a. Worker's Compensation and Employer's Liability Insurance

- i. Coverage A is statutory.
- ii. Coverage B
 - \$500,000 Each Accident
 - \$500,000 Each Employee
 - \$500,000 Policy Limit (Disease)

- b. Comprehensive General Liability Insurance *

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Per Occurrence	\$1,000,000
Medical Payments	\$10,000

* The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

- c. Automobile Insurance

Per Occurrence	\$1,000,000
PIP	Basic
Underinsured Motorist	\$1,000,000
Uninsured Motorist	\$1,000,000

- d. Professional Liability Insurance

- i. Per Claim \$2,000,000

- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:

Aggregate	\$4,000,000
-----------	-------------

e. Umbrella Liability Insurance

- i. Per Occurrence \$2,000,000
- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:

Aggregate	\$2,000,000
-----------	-------------

f. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are \$1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT’S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner’s lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner’s lender(s) do procure or maintain such insurance, the Owner or the Owner’s lender(s) shall have, in addition to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

- a. Professional Liability Coverage of \$2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below \$2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."
- b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.
- c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE

The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

- a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

- b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR’S INSURANCE – to be used with AIA A101-2017

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

- | | |
|---|-------------|
| i. General Aggregate | \$1,500,000 |
| ii. Products/Completed Operations Aggregate | \$1,500,000 |
| iii. Per Occurrence | \$1,500,000 |

The Owner shall be named as additional insured for Commercial General Liability Insurance

b. Automobile Insurance

- | | |
|----------------------------|-------------|
| i. Per Occurrence | \$1,000,000 |
| ii. PIP | Basic |
| iii. Underinsured Motorist | \$1,000,000 |
| iv. Uninsured Motorist | \$1,000,000 |

c. Workers Compensation

- i. Coverage A is statutory.
- ii. Coverage B \$500,000 Each Accident
- iii. \$500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

i. Per Claim \$2,000,000

For Projects with an estimated construction cost of over \$10,000,000 or major structural work, additional Aggregate coverage of \$4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

f. Property Insurance

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders "all risk" Insurance

i. Per Claim \$2,000,000

ii. Aggregate \$4,000,000

This insurance is only required for additions exceeding \$10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

i. Aggregate limit \$5,000,000

This insurance is required only for projects larger than \$10,000,000 in total construction costs.

Exhibit D – Project Schedule

Project Name and Number

MPS Project Number: 24MULTI009 BAS

Project Name: FY24 Multi-Site BAS Upgrades Phase 1

Schools: Lake Harriet Upper, Washburn, South, Webster, Edison, Sanford, and Wilder

OP#: 25-2506

Description

Scope includes labor, materials, equipment, and incidentals to complete all work for the BAS Upgrades – Phase 1 project, in accordance with Drawings and Specifications prepared by KFI Engineers.

Schedule

(add details about milestones or general information on the project schedule)

- Receive Bids: October 15, 2024
- Contingent on Board of Education Approval: November 12, 2024
- Pre-Construction Meeting: November 21, 2024 (Approximately)
- Construction Commences: December 9, 2024
- Substantial Completion: June 27, 2025
- Final Completion: Within sixty (60) calendar days of Substantial Completion.
- 1-year Warranty Inspection: One year after Substantial Completion.
- Close-out Documents no later than 45 days past date of Substantial Completion

Substantial Completion

The work will be substantially complete on or before June 27, 2025



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 Heartland Business Systems, LLC “Contractor” (collectively “parties”) to provide Switch and Wireless Refresh 2024 (ERATE) to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 11/12/2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2025, 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, provided that Contractor shall make best efforts to reduce timeline impact when Contractor’s performance is delayed due to the actions of a third-party provider, District, or District’s vendors or subcontractors. Contractor agrees to make best efforts 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 \$781,764.00 Contractor shall not receive

any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 60 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 negligent, 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. However, under no circumstances shall Contractor's total aggregate liability for indemnification, defense and hold harmless exceed Contractor's insurance coverage in the amount of three million dollars.

15 LIMITATION ON LIABILITY

15.1 In no event shall either party 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. Subject to the requirements of Section 2.1, 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 contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items 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: Information Technology
Attn: Tim Wilson
1250 W Broadway
Minneapolis, MN 55411
Email: tim.wilson@mpls.k12.mn.us

CONTRACTOR

Heartland Business Systems, LLC
Phone: (920) 788-7720
Address: 1700 Stephen Street, Little Chute, WI 54140
Attention: Legal Department
Email: legal@hbs.net

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, together with Contractor's Standard Terms and Conditions, constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. In the event of any direct conflict between this Contract and Contractor's Standard Terms and Conditions, this Contract shall control. 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 Any hardware, software, or parts sold to District may be subject to a warranty made by the manufacturer or other third party to District and, if so, the terms and conditions of such warranty are embodied in other documents. District acknowledges that Contractor is not a party to any such warranty, and that any rights or remedies that District may have pursuant to said warranty are against the manufacturer or other third party directly and is not assertible against the Contractor. 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 provided under this Contract are free from defects in workmanship.

25.2 The applicable warranty information is set forth at <https://www.cisco.com/c/en/us/products/warranty-listing.html>

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: Tom Parent

(Printed)

Title: Senior Operations Officer

Date: _____

HEARTLAND BUSINESS SYSTEMS, LLC

Signature: 

Name: Jonathan Groh

(Printed)

Title: Staff

Attorney

Date: 11-5-2024

Exhibit A:

Deliverables:

All products/services as outlined in SOW - Minneapolis Public School District - Wired and Wireless Refresh

Service Outcome:

All products/services as outlined in SOW - Minneapolis Public School District - Wired and Wireless Refresh

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:

N/A

[The remainder of this page intentionally left blank.]



Response to FCC Form 470

Minneapolis Public School

E-rate 470 Number: 240020849

SPIN # 143010103



03/12/2024

Daniel Kronke
MINNEAPOLIS SCHOOL DISTRICT
1250 W. BROADWAY AVENUE
MINNEAPOLIS, MN 55411

Dear Mr. Kronke,

Heartland Business Systems, LLC appreciates this opportunity to respond to Minneapolis Public School District's E-rate FCC Form 470 request. We understand your desire to partner with a leading manufacturer of enterprise network systems and a trusted expert with a successful track record supporting K-12 school districts. We also understand your requirement of working with a partner experienced and credentialed with the government's E-rate program.

We have over ten years of experience in working with the Universal Services Administration Company ("USAC") and have completed numerous successful projects as a result. We are confident we can work efficiently with your staff and E-rate consultants to anticipate and address any USAC related document requirements.

We are excited about the opportunity to partner on your E-Rate project.

Thank you for your consideration of our proposal.

Respectfully,

Rob Williams
Sales Consultant
Heartland Business Systems, LLC
Cell: 612-281-3230
Email: RWilliams@hbs.net



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SECTION IV: PROJECT SCOPE (In attached Quote)

- Datacenter Routers
- Wireless Access Points and Wireless LAN controllers
- Campus Core Switches
- Wrap up to Project Information

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Attachments: SOW, Quote, ST&C



Confidentiality Agreement

This document is confidential and proprietary to Minneapolis Public School District (hereinafter referred to as “Customer”) whose internal use it is strictly and exclusively reserved. Changes to this document or distribution of its contents may be made only with the express written permission of Heartland Business Systems, LLC (“Heartland”).

E-rate Program Support

Heartland understands the Customer is seeking an expert partner with experience in the E-rate Program, who will provide the requested hardware, licensing, professional services, and ongoing maintenance. Heartland acknowledges that it has read, understands, and complies with the Customer’s scope of work requirements. Heartland also understands and acknowledges that contracts from the approved vendor may be contingent upon the award of E-rate discounts through the Universal Service Administrative Company (“USAC”). Heartland is excited by the prospect of partnering with the Customer to update its technology to support 21st century teaching and learning initiatives.

Heartland staff is practiced in the process and documentation requirements of USAC and is authorized to provide E-rate eligible services to the Customer. Heartland acknowledges that it has read and complies with applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other government unit or regulatory body now in effect or which may be in effect during the performance of the contract. Heartland performs background checks on each employee and follows the Drug-Free Workplace Act of 1988.

We are very excited to propose the attached solution referenced on Quote # 290653.

Heartland thanks the Minneapolis Public School District organization for this opportunity and the consideration given to its proposal.

Company Experience

Heartland has enjoyed significant growth for more than 30 years and currently employs over 500 employees across Wisconsin, Illinois, Iowa, Minnesota, Michigan, Nebraska, Arkansas, Missouri, and Arizona. It is Heartland’s commitment to its company mission, “to implement hardware and software technologies that will improve the profitability of every customer we serve”, that is the cornerstone to its success.

Heartland Business Systems Overview

From the very beginning, the mission of Heartland has been to implement hardware and software technologies that will improve the success of the customers we serve. Technology is the key to success for every organization. You need instant access to information to make the very best business decisions. At Heartland, our capabilities and expertise make us uniquely qualified to put you in touch with the very latest in technology. It takes experience to design the right program to meet your needs – not just for today, but for the future. It takes leadership to put that plan in place. At Heartland, we pledge to provide you with unsurpassed customer service to help increase your productivity, efficiency and profitability.



Industry Awards and Achievements:



Heartland Business Systems Project Management

Heartland provides Project Management services for projects with multiple phases, multiple resources, or complex scope. The primary goal of project management is completing a project "On-Time and On-Budget". These services include the following:

- Creation and ongoing modification of project plans
- Identification of skill sets required for tasks within a project
- Coordination and scheduling of resources with required skill sets
- Management of project team, tracking completion within budget estimates
- Weekly notification of project status and completion milestones
- Documentation necessary to "close" a project when complete



Assumptions

- Customer will work closely with Heartland in the development and implementation of all deliverables.
- Heartland will make every attempt to provide services that meet the customer's needs as stated. Heartland may make modifications/revisions to design and configuration upon receipt of additional information regarding function and purpose of network.
- This estimate is based upon Heartland's understanding of the scope of this project as of the date of this proposal. Should the scope change in any way from the scope listed within this document, Heartland retains the right to adjust the estimate accordingly. No scope change and/or price adjustment will be made without prior communication and written approval to do so from the Customer.
- Pricing is subject to change with or without notice based on manufacturer or vendor product price changes outside the control of Heartland.
- The authorization of this Quote and commencement of this project are contingent upon the customer receiving their Funding Commitment Decision Letter of Category 1 and/or Category 2 funding from the Universal Service Administrative Company. However, in the event that the Universal Service Administrative Company denies any part of the funding request, the customer shall be fully responsible for paying such amount.
- Final eligibility percentage of hardware, software, services, and ongoing maintenance is determined by USAC.

Billing Philosophy

- We operate best when we have frequent, open communication with our clients about issues and problems they face in operating their businesses.
- We encourage our clients to meet with us on a periodic basis and to call us frequently.

Project Fees

- This agreement is subject to the satisfactory completion of our customary evaluation of prospective clients in accordance with professional standards.
- Any modifications to this proposal will require approval in writing from Heartland.
- Heartland does not bill for incidental expenses (office supplies, telephone calls, etc.) However, we do reserve the right to bill for travel and lodging related expenses should they become necessary for the conduct of this project.
- Customer agrees to this proposal by signing the attached Quote.



SECTION III: GENERAL BUSINESS INFORMATION

A. General Business Requirements

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary organizations, number of employees, and number of years of experience in the field related to this RFP.

Heartland Business Systems, a subsidiary of Heartland Technology Group, the opportunity to respond to Minneapolis Public School's RFP for the Network Infrastructure Refresh. Heartland is a debt free, privately held corporation that has been headquartered in Little Chute, Wisconsin since its inception in 1992. Heartland is a premier provider of technology integration, consulting, infrastructure, business automation, and networking solutions servicing customers within the corporate, healthcare, education, government, and not-for-profit organization markets. HBS employs over 500 people throughout Wisconsin, Minnesota, Iowa, Nebraska, Arkansas, Missouri, Michigan, Illinois, and Arizona. Heartland has 30 years of experience similar to the services desired as a part of this RFP

2. Describe your organization's policy on changing the account manager on an account in the event MPS asks for a different representative or if it's at the discretion of the organization.

There is no formal process in place to remove an account manager. Each situation is handled individually.

3. Do you have any existing or potential conflict of interest, direct or indirect, with MPS? If yes, please state the potential conflict of interest.

HBS has no conflict of interest with Minneapolis Public Schools.

4. Within the past seven years, has your organization been and/or is involved as a defendant in any lawsuits or administrative charges/complaints? Include those filed by or for customers or employees of customer companies. If yes, provide a brief summary of the case and its current status.

No relevant lawsuits.

5. In the past seven years, has your organization experienced any major debt restructure or bankruptcy proceedings? If yes, provide a brief summary.

No. We have had no bankruptcy or major debt restructuring in our history.



6. List any contracts or business arrangements currently and/or formerly in place between your organization and MPS.

HBS has a Flex Agreement with Minneapolis Public Schools. This prepaid agreement allows MPS to utilize HBS's engineers for various functions.

7. Provide 4 current (no more than three years old) K-12 preferred. If K-12 is not available, provide non K-12 customer references. For each reference, provide the following information in a table format in Appendix

See Appendix at the end of this document

B. Qualifications and Experience

1. Describe the experience of your organization in providing an E-Rate Category 2 Products and Services solution for other school districts. If unable to provide for a school district, describe the experience for another company.

We have over ten years of experience in working with the Universal Services Administration Company ("USAC") and have completed numerous successful projects as a result. We have assisted numbers of districts with Networking, Wireless and Cybersecurity Projects. We are confident we can work efficiently with your staff and E-rate consultants to anticipate and address any USAC related document requirements.

2. Describe the most significant challenge your organization faced in the past two years pertaining to the services in this RFP and the actions/steps your organization took to address the challenge.

Product constraints have caused an increase in coordination and communication with customers to meet implementation timelines. Project Managers and Coordinators check weekly on order status to update the project team and customers to ensure project success.

3. Describe your organization's most important success in the past 2 years pertaining to the services in this RFP.

We continue to grow with some significant wins in the K-12 space that has allowed us to add engineers and grow our presence in Minnesota



4. Describe your organization's most important success in the past 2 years as an organization.

With all the product constraints and shipping delays we are continuing to grow, allowing HBS the opportunity to hire new talent as well as look for mergers and acquisitions. In July of 2021 HBS acquired the Netguys to focus on growing Minnesota and better support our customers.

5. Please list your top three (3) competitors and detail out where your organization has a competitive advantage over each.

CDW, Marco and High Point are our biggest competitors in Minnesota, and all have different strengths. However, at HBS we pride ourselves by aligning with our customers' business objectives, to help them reach their full potential. HBS is committed to developing long-term trusting relationships.

6. What is your organization doing to stay competitive in the market?

We stay focused on helping clients achieve their full potential by providing end to end customized solutions by a local team that has access to a large team of highly skilled experts

C. Supplier and Employee Equity & Diversity, Sustainability and Community Engagement

1. One of the District's values is equity and diversity for employees, suppliers, and the products that are purchased. We support organizations who support and exhibit equity and diversity in many different areas. Please explain, be specific, how your organization supports and demonstrates this MPS value in regard to Supplier Diversity and Employee Diversity.

Heartland business systems has a formal Diversity, Equity, and Inclusion team. The DEI Team's work focuses on protected classes and will continue into 2023, with a focus on making meaningful progress in the recruiting, education, and baseline metrics areas. The team consists of 3 co-leads and 13 HBS team members representing various divisions and locations of the HBS business. We house an internal DEI SharePoint for team members providing educational resources for our HBS team members.



2. Is your organization certified through a formal certification process from a Diverse Supplier organization i.e., MMSDC, WBENC, Quorum etc or 51% owned or controlled by an individual who represents a diversity category? If yes, please state which one.

We are not certified.

3. If yes, please provide a copy of your certification documentation. If yes, but you do not have a certification document please state that here; MPS will also accept a notarized letter of affidavit.

N/A

4. Does your company subcontract to Diverse Suppliers? If yes, please provide your annual spend with subcontracted Diverse Suppliers. Do you plan on using subcontracted Diverse Suppliers in the provision of the services specified in this RFP?

Yes, annual spend estimated at 500 thousand.

5. One of the District's values is community engagement and involvement. Please describe, in detail, and provide some examples of how your organization supports this MPS value.

We have been participating in the SoleBurner event in Appleton WI for over 15 years. The money raised from the SoleBurner goes to the American Cancer Society, which funds research around finding a cure for cancer, and much more, such as funding for family who have to travel for treatments, wigs, etc. The Help for Homeless Drive is something that we have participated in the past 3 years. This program helps stock the personal hygiene shelves of 100+ local crisis programs in 19 communities so that they can dedicate their limited financial resources to providing qualified personnel, safe housing, food, education, and counseling to those they serve. The goal of this event is to supply each program with a year's worth of product. These items can't be purchased with FoodShare programs.

6. One of the District's values is sustainability. Please describe, in detail, and provide some examples of how your organization applies sustainable practices to your operations. I.e. Hybrid or Eco Friendly fleet, sustainable sourced moving supplies etc.

Heartland Business Systems has several green initiatives to promote sustainability: Recycling of hardware, Glycol and Pumped Refrigerant, and Free-Cooling AC. More information regarding the HBS sustainability efforts can be found on our website: [Green Initiatives - Heartland Business Systems \(hbs.net\)](https://www.hbs.net/green-initiatives)



D. Business Ethics

1. How does your organization protect confidential employee and customer information in compliance with applicable privacy legislation?

We have NDAs with our customers.

2. Provide details of where all system processing will be performed and data stored, including information regarding your organization's data practices and procedures for ensuring confidentiality.

HBS will only process and store information that is necessary in order to provide the services as outlined. Project information may be stored both locally in the HBS owned data center and in the public, private or hybrid cloud (collectively the "Cloud"). This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files.

The information assets of Heartland and its customers are an integral part of our daily operations, and the organization has made a substantial investment in the creation, upkeep, and usefulness of the information assets it possesses. The organization also understands it has legislative, regulatory, and contractual obligations regarding the protection and confidentiality of information under its control. Without access to its information assets and the capability to process new information, the organization would quickly lose substantial revenue.

Given the dependency of the organization on information and information technology an information Security function and Program have been created. The primary goal of information Security is to protect the information assets of the organization from unauthorized or accidental modification, destruction or disclosure. Secondary goals of the Information Security Program are focused on the following tenants of information assurance:

Confidentiality: Ensure that only authorized individuals' access or view information that has been deemed privileged.

Integrity: Ensure that information is unchanged from its source to destination or remains unchanged from unauthorized modifications while at rest.

Availability: Ensure that information is readily accessible and available for use.



The Information Security Policies are fundamental components of the Information Security Program. These policies define the overall information Security expectations, responsibilities, and compliance requirements of the organization. The overall Information Security Policy lists the mandatory supporting policies, procedures, standards, and guidelines required by the organization. It also defines the ownership of the policy and defines the timetables for policy review. It is the goal of the Information Security Policy to aid the organization in maintaining a robust information Security Program.

3. Describe your process for conducting background and reference checks on new hires including criminal checks and providing that information to School Districts.

All Heartland Team Members must pass a background screening and drug test before starting their employment. We screen for significant misdemeanors and all felonies. Employment offer and continued employment can be impacted for failing this check. As part of our partnerships with any company or group we can provide attestation that all Team Members are in good standing with Heartland Business Systems with this requirement. Should a company or group request a Heartland Team Member be subject to their background check, Heartland Human Resources will assist in obtaining any information necessary to complete that process.

E. Service Level Expectations

1. Describe your organization's efforts and processes to ensure that services provided to us will completely satisfy or exceed our expectations?

HBS leverages our Project Management team to provide leadership over all resourcing, scheduling, and coordination for services delivered. Our Project Management team uses consistent tools and methodologies to ensure smooth delivery and customer satisfaction.

2. Describe in detail your organization's contingency plan for working around problems which may arise as a result of providing your services.

The HBS Solutions Consultant and Project Manager will address any issues directly with the customer to work toward a mutually agreeable solution.

3. What contract cancellations or non-renewals has your organization experienced over the last five (5) years? Please explain.



None applicable

4. State your staff turnover rate of staff area for the last three years related to the services in this RFP. How do you see your staff turnover rate affecting customer service to Minneapolis Public Schools?

The Attrition Rate for our Engineering Services group for the last 3 fiscal years has averaged about 15%. According to information at our disposal, this is about 3% lower than the industry average.

5. What turnover has your company experienced at the executive level over the last three years?

At the Senior Leadership Level, we have had only one person leave the organization, and that was due to retirement.

6. Please describe your structure for employee and organization relationship, i.e., how many account managers, project managers, technical engineers etc? Please include an organization chart to illustrate. (Organizational Chart attached)

Our current staffing includes:

- 65 Solutions Consultants (Outside Sales)
- 68 Inside Sales (Supports Solutions Consultants)
- 335 Technical Engineers
- 10 Project Managers

7. Who will be the main point of contact for MPS?

Rob Williams
Solution Consultant
rwilliams@hbs.net
612 281 3230

8. What are the hours of operation for your customer service and technical support?

24x7 Support



9. A sample MPS contract is attached in Appendix 3. This contract is included to provide a sample of the level of service that will be required by MPS. MPS and the successful service provider(s) will decide together on the final contract that will be used to manage their relationship. Considering this information:

- a. What existing policies or suggestions does your organization have in respect to penalties for non-performance of service (inaccurate/late billing and reporting, contact agreements not met, unavailability of service, etc.?)

Heartland does not offer penalties.

b. Explain, in detail, your complaint escalation process if the contract is in breach.

If a solutions consultant receives a complaint, they report it to their Regional Manager. The Regional Manager works with their director to resolve the issue with the customer and if necessary to escalate to our legal department.

F. Fees and Costs

1. Describe in detail your fee structure and additional costs, if any by providing a pricing spreadsheet. The Appendix 4- pricing spreadsheet table needs to be put into Appendix B. The summary breakdown should clearly delineate initial costs vs. ongoing costs. Estimated costs should include but not limited to:

- a. INCLUDE THE FEE STRUCTURE ITEMS

2. Identify and describe any and all other fee-based related services that are available from your organization.

3. Provide complete details of your pricing methodology.

4. Are there any other costs MPS can anticipate that have not been identified in this RFP?

(See attached Fee rates in response to Section F Fees and Costs items 1-4)



G. Reporting

1. Related to this RFP, Minneapolis Public Schools may require at least monthly and annual usage with the ability to sort and categorize information. Is your organization capable of providing the level of detail MPS requires, as described above? Please provide an example of this in the Appendix C.

HBS can supply a monthly or yearly reconciliation report of service usage with detail for each entry. (See example on page 23).

2. Is your reporting information available via hard and digital copy formats?

Yes

3. Describe in detail your organization's capabilities to provide ad hoc reports?

MPS would submit a request to their dedicated solution consultant or team to run a report.

H. Billing and Payment

1. Does your organization have automated invoicing and payment processes? If no, state below if your organization is willing to transition to these methods for Minneapolis Public School invoicing.

We do not have automatic invoicing and payment process currently.

2. What alternative payment and billing methods do you support (i.e., ACH and credit card)?
ACH and credit card but there is a 3% fee on the invoice total if using a credit card

3. MPS pays its organizations on a net 30-day term. Is this acceptable? If not, what are your standard payment terms?

Yes, 30-day terms are our standard.

4. Does your organization offer a discount if Minneapolis Public Schools pays in Net 20, Net 10? If so, please list rebate or price discount.

No, we do not offer discounts if you pay N20 or N10



5. To manage our Vendor Master profile in our procurement system, we prefer to remit payments to one central location only. If you have several offices, can we remit to one central location? If no, provide an explanation as to why this is not possible.

Remit to:

Heartland Business Systems, LLC

PO BOX 856846

Minneapolis, MN 55485-6846

6. List the different methods in which your organization is able to accept a Purchase Order (i.e., electronically, fax, phone, or mail).

Electronically, fax, mail, and email



References

Description	Response
Customer Name	Eau Claire Area Schools
Customer Address	500 Main Street Eau Claire, Wi 54701
Current Telephone # of a rep. most familiar with the project/program	James Martin 715-852-4915
Time period over which each project was completed	Servicing multiple technologies for 5 plus years
List of products installed and operational	Cisco Switching, Cisco wireless, Cisco collaboration, Mass Notification, SharePoint, Website development, and storage
# of students in the School District	11,008
Number of school buildings	24
Estimated number of employees	735



Description	Response
Customer Name	St. Paul Public Schools
Customer Address	1930 Como Ave Saint Paul, MN 55108
Current Telephone # of a rep. most familiar with the project/program	Mario McHenry 651-603-4993
Time period over which each project was completed	2 years supporting cisco networking and wireless
List of products installed and operational	Cisco switching and wireless
# of students in the School District	33,000
Number of school buildings	74
Estimated number of employees	5000

Description	Response
Customer Name	Centennial Schools ISD 12
Customer Address	4707 North Road Circle Pines, MN 55014
Current Telephone # of a rep. most familiar with the project/program	Casey Berg 763-792-6181
Time period over which each project was completed	Servicing multiple technologies for 3 plus years
List of products installed and operational	Cisco Switching, Cisco wireless, Cisco collaboration and Cisco Security
# of students in the School District	6400
Number of school buildings	7



Estimated number of employees	700
-------------------------------	-----

Description	Response
Customer Name	Itasca Area School Collaborative
Customer Address	101 1st Avenue Deer River, MN 56635
Current Telephone # of a rep. most familiar with the project/program	Mark Curtis 218-246-2420
Time period over which each project was completed	Servicing multiple technologies for 3 plus years
List of products installed and operational	Cisco Switching, Cisco wireless, Cisco collaboration, Veeam, VMware, Proofpoint and Microsoft
# of students in the School District	iasc brochure 2012 (2).pdf (rschooltoday.com)
Number of school buildings	
Estimated number of employees	



Pricing Information

Schedule to the attached Quote between HBS and the customer (“Customer”). The parties hereby agree as follows:

1. The terms of this Schedule shall govern in the event of a conflict between the terms of the – attached Quote and the terms of this Schedule.
2. Pricing. Customer agrees to pay HBS based upon the hourly rates described below. Pricing does not include applicable sales tax which will be charged at time of invoicing.
3. Travel. Travel will be billed to Customer at the rates below based on one-way travel from the closest HBS office.
4. Prepayment. The hourly rates described below only apply as described in the attached Quote.

Engineer Work Role	Hourly Rate
Cabling	\$100
AV Tech	\$120
Break-Fix	
Cisco Collaboration I	
ESRM Team Coordinator	
Help Desk I	
Infosec Coordinator I	
Physical Security Engineer I	
Point of Sale	
Project Coordinator	
AV Engineer 2	\$160
Cabling 2	
Cabling Project Manager 2	
Cisco Collaboration 2	
Cloud Engineer 2	
CRM 2	
Enterprise Engineer 2	
HBS Data Center 2	
Imaging Technician 2	
Mitel Collaboration 2	
Network Operations Center 2	
O365/ SharePoint 2	
Physical Security Engineer 2	
Project Manager 2	
SMB Engineer 2	
Apps Business Consulting 3	\$195
AV Engineer 3	
Cisco Collaboration 3	
Cloud Engineer 3	
Collaboration Project Manager 3	
Custom Development 3	
D365 Consultant 3	
D365 / Modern Work Consultant 3	
Enterprise Engineer 3	
Imaging Technician 3	
InfoSec Consultant 3	
Mitel Collaboration 3	
Network Operations Center 3	
O365/SharePoint 3	
Physical Security Engineer 3	
Project Manager 3	
Websites/Kentico 3	



BI/Data Analytics/SQL Cisco Collaboration 4 D365 Senior Consultant 4 Enterprise Technical Engineer 4 ERP/ Dynamics GP 4 InfoSec Consultant 4 InfoSec SOC Consultant 4 Project Manager 4	\$215
Applications Architect 5 Cisco Collaboration 5 D365 Custom Dev 5 Enterprise Principal Engineer 5 ERP/Dynamics GP 5 InfoSec Consultant 5	\$240
Enterprise Principal Engineer 6 Cloud Architect 6 Cloud Architect - InfoSec Consultant 6 Collaboration Architect 6	\$290
InfoSec Consultant 7 InfoSec SOC Consultant 7	\$335
On Call Pager	\$250
After Hours Rate <ul style="list-style-type: none">• Before 8am or after 5PM CST• Weekends & Company Recognized Holidays	1.5x Base Rate



REPORTING EXAMPLE:

iHeartland

Company: Minneapolis Public Schools
 Agreement: 0722ORD100872 - HBS Flex
 Block - PO 2100067843

Agreement Reconciliation Report
Period: 01/01/2024 to 03/04/2024

Display Notes: Yes
 Display Summary: Yes

Date	Type	Comment	Change	Balance
01/01/2024		Starting Balance	4,365.62	4,365.62
	Notes:			
01/31/2024	Time	Jason Jacobs / Ticket# 1980329 / Invoice# 673372-H	-41.25	4,324.37
	Summary:	MPS - Promethean Board Help		
	Notes:	Remove Promethean appointment scheduled on 2/02 at 915am. Ryan Moe has sick kids needed to move Chromebook session from today to Friday.		
02/02/2024	Time	Mike LuMaye / Ticket# 1989440 / Invoice# 673372-H	-183.75	4,140.62
	Summary:	SCEP for Chromebook Wi-Fi Auth		
	Notes:	Fork of ticket 1885935 SCEP InTune Provisioning on Chromebooks SCEP and Wi-Fi setup on Chromebooks Configuration changes to SCEP and WIFI in Google Workspace Setup changes did not produce desired result Reverted setup to baseline and will be contacting Google support for additional setup assistance		
02/02/2024	Time	Jason Jacobs / Ticket# 1980329 / Invoice# 673372-H	-82.50	4,058.12
	Summary:	MPS - Promethean Board Help		
	Notes:	Internal communications with project team about Promethean Boards and the possible need for another Chromebook resource.		
02/09/2024	Time	Jason Jacobs / Ticket# 1980329 / Invoice# 673372-H	-82.50	3,975.62
	Summary:	MPS - Promethean Board Help		
	Notes:	Internal communications through out the day regarding the MPS request to have Promethean Boards use certs to join SSIDs.		
02/09/2024	Time	Jason Jacobs / Ticket# 1980329 / Invoice# 673372-H	-82.50	3,893.12
	Summary:	MPS - Promethean Board Help		
	Notes:	Join the working session with MPS and Pierce in the beginning and middle to monitor progress. Run the weekly call and send notes post call to stakeholders.		
02/12/2024	Time	Jason Jacobs / Ticket# 1980329 / Invoice# 676768-H	-165.00	3,728.12
	Summary:	MPS - Promethean Board Help		
	Notes:	Communications with Pierce on next steps for Radix MDM for Promethean Boards Friday and Monday. Communications with Sales on next steps that Pierce recommended to have call with MPS, Radix Support and Pierce. Phone call with Jason W to discuss the next steps Pierce requested, received approval from Jason W. Later updated Jason W with Pierce best dates to be scheduled 2/26 & 27 in the mornings.		

Statement of Work

Minneapolis Public School District

SWITCH AND WIRELESS REFRESH-2024

SOW Prepared By:

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1700 Stephen St
Little Chute, WI 54140
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cthurman@hbs.net



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for Minneapolis Public School District (hereinafter referred to as “Customer”).

HBS is partnering with Minneapolis Public School District to help with the implementation of their new Cisco wired and wireless equipment. HBS will employ a Subcontractor for physical installation of wireless equipment and cutovers. HBS will upgrade customer’s outdated existing wireless capabilities to a more industry-standard material to provide them with more capabilities and overall better network experience.

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

This project is expected to take up to 25 weeks to complete from project kickoff. Timeline is dependent on equipment availability and customer outage windows. If an extension to the project timeline is required, the parties shall utilize the Change Order process.

In Scope

Wireless Access Point Swap

- Provide Labor for installation of Wireless Access Points
- Provide, install, terminate, and test devices on attached quote
- Unboxing new equipment and inventorying for deployment
- Removal of old AP’s to be demolished
- Location documentation
- Provide Lift

Network Switch Installation

Customer has engaged HBS to provide a switching technology refresh of their existing access layer switching in their current environment. Customer has purchased (100) Cisco Catalyst 9300X 48-port switches. Customer expects that HBS will review a sample of existing configurations for access layer switches and develop a “Golden configuration” template to be used to deploy switches included in this scope. HBS will utilize switching templates and existing configurations to apply configuration to new switches. Customer will physically replace the Catalyst switches and address copper/fiber patching. All work by HBS to be performed remotely.

- Planning – staging, review configuration
 - Review existing subnet/VLAN design
 - Develop “Best-practices Golden Configuration” for access layer switches
 - HBS will review a sample (5) five access layer closets to develop a “Golden-configuration”
 - Use “Golden-configuration” template and migrate the remaining switch configurations to the new hardware
 - Create configurations for all other switches
 - Plan cutover and maintenance window where applicable
 - Review final network design for customer signoff
- Device Preparation



- Customer to unbox and stage network equipment
- HBS will Stage configuration
- Configure switches based on “Best-Practices Golden Configuration” developed by HBS and client
- Installation
 - Rack equipment and cutover (Customer)
 - *All work to be completed during normal business hours*
 - *If HBS is needed during cutovers and/or required afterhours, the change control process may be used to adjust timelines and budget*
- Validation
 - Customer to Test basic network connectivity
 - Customer to Verify uplinks are operational
- Documentation
 - Document installed equipment
 - Provide documentation spreadsheet of all installed hardware/software systems
 - Provide customer with knowledge transfer of network configuration including answering questions on configuration

Wireless Implementation

HBS will physically up to replace (500) Cisco Catalyst 9164I wireless access points. Access points will replace existing access points and cabling in place currently will be utilized. HBS will import and configure up to (500) Cisco Catalyst 9164I wireless access points into customers Cisco Catalyst Wireless Lan Controllers. Customer expects at the completion of this project (500) new wireless access points to be connected to Cisco Catalyst 9800 controllers and configured to match their existing wireless deployment. HBS will leverage Hardwire (sub-contractor) to mount access points, all work by HBS will be performed remotely.

- Deliverables
 - The following deliverables will be created on a per-building basis
 - Map of floor plan(s) with AP placements
 - Configuration of Cisco Catalyst 9800 virtual Wireless Controllers
 - Configuration of (500) wireless access points
- Wireless Documentation
 - HBS will require CUSTOMER provide current statement placement drawings prior to starting the design process
 - Customer and HBS to develop naming conventions for (new) wireless access points
 - Review of each building
 - Update AP placement drawings with updated AP names
- Wireless Implementation
 - Review of current WLC configuration
 - Build new wireless policies on the existing WLCs – if necessary
 - Build new tags on the existing WLCs – if necessary
 - Join one (1) new access point to new WLC and test all SSIDs
 - Access point installation
 - Installation will be performed during normal business hours for most of the locations
 - Installation will be performed after normal business hours for a few locations
 - HBS will physically replace each (500) access point



- HBS will import access point into wireless controller
- HBS will configure access point
- HBS/Customer will validate installation
 - HBS will need a local site contact to test all SSIDs on school district equipment.
 - HBS engineers will be remote during access point migrations.
- Validation of the implemented solution
- Documentation & Knowledge Transfer
- Knowledge Transfer
 - Knowledge Transfer will be performed as a single group training per technology
 - Knowledge transfer will take an estimated 2 hours per technology (routing, switching and wireless)

Out of Scope

Any work or material not specifically identified in this document is not included in this Agreement. The out of scope items shall include:

- Ongoing software upgrades of switching hardware and wireless LAN controllers following initial deployment
- Ongoing software upgrades following initial deployment
- Disposal/recycling of old network equipment unless explicitly stated in In Scope objectives
- End-point device migration or device IP addressing unless explicitly stated in In Scope objectives
- Reconfiguring of existing network devices such as router, switches, firewalls or wireless not explicitly stated in this scope of work
- Additional server configuration for services such as DNS, DHCP
- Setup, installation or configuration of Network Management or Network Monitoring
- Rental of lifts required for the mounting of access points other than what's explicitly stated in this scope of work
- Provide database information
 - IP address scheme
 - Naming conventions
 - User database & permissions
- Rackspace Available
- Device programming
- Network Configuration
- High voltage electric work (receptacles or circuits)
- Re-cabling of existing APs
- Repairs and troubleshooting of existing equipment
- Local and/or State permits and inspections
- Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not



guaranteed and are subject to the current availability of products from third party vendors, production schedules of third-party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. If a delay may impact the project, the parties shall utilize the change order process to address the impacts of such delay.

- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Provide building access and escorts as needed
- All equipment will be received and stored by the customer
- Provide large staging area to prep equipment
- Assist in testing and validation solution
- Provide current state wireless drawings showing AP placement
- Provide access to Cisco smart portal
- Provide updated floor plans
- Assign single point of contact
- Database design packet returned to HBS project manager
- Network configuration completed
- Network switch ports identified
- 120VAC electrical receptacle(s)
- Repairs to existing equipment as needed

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Allow the HBS engineer to connect their computer to Customer network to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Provide remote access prior to, and throughout, the project if required.



- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts, or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Spreadsheet of all installed hardware/software systems
2	AP placement maps updated
3	Wireless information configured on wireless controller
4	Regular project status reports

Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to Minneapolis Public School District.

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

Minneapolis Public School District agrees to compensate HBS for providing the Deliverables as stated in the attached Quote.

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.



After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

HBS Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Prepared For:
Minneapolis Public Schools
 Jason Worwa
 1250 Broadway Avenue
 Minneapolis, MN 55411

Prepared By:
Heartland Business Systems
 Robert Williams
 1700 Stephen Street
 Little Chute, WI 54140

Date Issued:
10.22.2024
Expires:
12.31.2024

P: (612) 668-0082
E: JASON.WORWA@mpls.k12.mn.us

P: (612) 281-3230
E: rwilliams@hbs.net

Year 1 Hardware & Support		Price	Qty	Ext. Price
	Cisco AP's			
CW9164I-B	Catalyst 9164I AP (W6E, tri-band 4x4) w/Reg-B	\$882.39	500	\$441,195.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	500	\$0.00
CW9164I-MULTI	Minimum Quantity = 10	\$0.00	500	\$0.00
AIR-AP-BRACKET-I	802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	500	\$0.00
SPACES-EXT-T	Cisco Spaces Extend Term License for Cisco DNA Advantage	\$0.00	500	\$0.00
SPACES-EXT-5Y	Cisco Spaces Extend for Cisco DNA Advantage	\$0.00	500	\$0.00
CDNA-A-C9164	Wireless Cisco DNA On-Prem Advantage, 9164 Tracking	\$0.00	500	\$0.00
DNA-A-5Y-C9164	C9164I Cisco DNA On-Prem Advantage,5Y Term,Trk Lic	\$0.00	500	\$0.00
AIR-DNA-NWSTACK-A	Wireless DNA Perpetual Network Stack - Advantage	\$0.00	500	\$0.00
AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	\$0.00	500	\$0.00
AIR-DNA-A-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term Lic	\$492.38	500	\$246,190.00
SW9164-CAPWAP-K9	Capwap software for Catalyst 9164I	\$0.00	500	\$0.00
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	\$0.00	500	\$0.00
AIR-DNA-A-T-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term, Tracker Lic	\$0.00	500	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	500	\$0.00
	Lift Rental			
Lift-Rental	United Rentals Lift Charge - 1 day lift rental for 10 sites (includes drop off and pick up fee) Please note the cost of the lift is estimated at 10 sites where it will be needed. If MPS can supply a way to transport the lift from site to site this cost can be greatly reduced, or if they reduce the amount of sites from 10.	\$8,889.00	1	\$8,889.00
Subtotal				\$696,274.00

Services		Price	Qty	Ext. Price
HBS-FF-PROJECT	Fixed Fee Project This is for 500 Aps and 100 Switches for Year 1 with the current March 2024 rates. Please note services required for years 2-5 are subject to rate increases	\$85,490.00	1	\$85,490.00
Subtotal				\$85,490.00

Non-Returnable/Non-Refundable Language

Cisco/Meraki Note:

Effective January 30, 2022, Cisco Meraki will be aligning to the Cisco Order Cancellation Policy. All new Cisco and Meraki orders submitted for hardware, and any attached software, will be non-cancellable and cannot be modified starting 45 days prior to the current estimated ship date. Meraki license-only orders are not impacted by this policy change. Non-cancellable orders are not eligible for RMA credit and are not eligible for an RMA exception.

Quote Summary	Amount
Year 1 Hardware & Support	\$696,274.00
Services	\$85,490.00
Total:	\$781,764.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v3.0

Acceptance

Heartland Business Systems

Minneapolis Public Schools

Robert Williams

Signature / Name

10/22/2024

Date

Signature / Name

Initials

Date

**HEARTLAND BUSINESS SYSTEMS, LLC
LIST OF EXCEPTIONS**

Heartland Business Systems, LLC's Standard Terms and Conditions ("Standard Terms and Conditions") are incorporated herein by reference and made a part of any agreement between the parties. In the event of any direct conflict between the Standard Terms and Conditions and any other provision, the Standard Terms and Conditions shall control.

Time is not of the essence with respect to the Seller's performance; however, Seller shall make best efforts to reduce timeline impact when Seller's performance is delayed due to the actions of the Buyer or a third party. Seller is unable to guarantee any specific shipping, delivery or other dates.

Seller performs background checks upon the commencement of employment.

The indemnification, hold harmless and defense requirements must be deleted or capped at Seller's insurance coverage in the amount of three million dollars. Seller is unable to provide indemnification, hold harmless or defense related to any product manufactured by a third party, or for any other party's negligence or other actions.

Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller.

Neither party shall be liable for any consequential damages.

Any dispute of an invoice must be made within 60 days of receipt of the invoice.

In the event of early termination, Buyer shall pay Seller for all work already performed, any expenses that Seller has reasonably incurred pursuant to the parties' agreement, and any products, services or other items ordered in good faith pursuant to the parties' agreement that cannot be cancelled or returned.

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
H2i Group**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and H2i Group dated 10/29/2024 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and H2i Group (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and H2i (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 10/11/2023 through 10/1/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400002713 / MAS 14266
Amendment Number/Change Order number: #001

1. *Original contract amount:* \$211,890.00
2. *Amendment amount:* \$8,235.00
3. *Accumulative contract amount:* \$220,125.00

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

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$220,125.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Field Modifications to Science Casework approved by the Architect – DLR Group. Extending end date to 12/31/2024.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Tom Parent

Title:

Date: _____

H2i Group:

Signature: _____

Name: Mike Cashman

Title: Operations Manager

Date: 10/29/24

**SECOND AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOL
DISTRICT NO. 1 AND TKDA-AMD-13408**

This Amendment No. 2 is made and entered into this 22nd day of October, 2024 to amend the Contract as follows:

WHEREAS, Special School District No. 1, a special school district created and existing under Minnesota law (“District”) and TKDA ("Contractor") (collectively “the Parties”) entered into the Standard Form of Agreement Between Owner and Architect dated March 23, 2021 (“Contract”) for architectural and engineering services regarding the Anthony Student Safety and Mechanical Project (“Project”);

WHEREAS, the Parties now desire to amend the contract to include Additional Design, Bidding, and Construction Administration services;

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

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

The scope of services will encompass Final Design, Bidding, and Construction Administration for landscape screening and parking lot improvements as identified in the Conditional Use Permit approved by the Minneapolis Planning Commission on May 8, 2023.

A. FINAL DESIGN

Production of final design documents to gain final approval from the District. A 90% set of documents will be produced for review. Contractor will update the documents based upon feedback received from the 90% meeting and perform a final QA/QC to deliver Construction Documents for bidding.

Contractor Deliverables:

- i. 90% construction drawings and specifications
- ii. 90% design review meeting agenda and notes
- iii. 100% construction drawings and specifications

District Responsibilities:

- i. Provide feedback and direction no more than one week following the 90% design review meeting.

B. BIDDING

Contractor will assist the District during bidding process through the following:

Contractor Responsibilities:

- i. Attend pre-bid meeting (on site)
- ii. Respond to bidder questions

- iii. Issue addenda, if applicable
- iv. Review bids and issue letter of recommendation
- v. Issue for construction documents

C. CONSTRUCTION ADMINISTRATION

Contractor will provide and facilitate ongoing communication through the construction period. Contractor will provide construction observation at critical milestones to confirm the construction is completed in accordance with plans and specifications.

Contractor Responsibilities:

- i. Attend one (1) pre-construction meeting (on-site)
- ii. Review shop drawings and submittals provided by construction contractors.
- iii. Coordinate with subconsultants
- iv. Attend weekly construction meetings (8 anticipated total on site, assumed to be one [1] hour)
- v. Meeting notes summarizing conclusions and tasks from weekly construction meetings
- vi. Review and respond to RFIs, if applicable
- vii. Review PCOs and issue COs, if applicable
- viii. Review pay applications
- ix. Conduct a substantial completion walk-thru
- x. Punchlist (corrections needed based on observations from one site visit)
- xi. Attend and coordinate with required attendees for final inspection
- xii. Final walkthrough and project close-out (one site visit)

Subconsultant Responsibilities:

- i. Perform reinforcing steel observation, concrete testing, and masonry & grout testing

District Responsibilities:

- i. Review change orders
- ii. Process and approve pay applications
- iii. Provide reviews of materials furnished by Contractor in a reasonable and prompt manner so schedule of the project can be maintained.

PROJECT SCHEDULE

The following schedule is based upon conversation with the District.

Schedule	Task Description	Date
	Bid Release	January 6, 2025
	Pre-bid Meeting	January 21, 2025
	Bid Opening	January 30, 2025
	Letter of Recommendation	February 3, 2025
	Board Approval	March 11, 2025

These expenses are added to Contractor's compensation, such that Contractor's total not-to-exceed amount shall be increased as follows:

Original Total Not-to-Exceed Amount:	\$249,646.00
Amendment No. 1	\$31,289.64
Increase – this Amendment No. 2	\$94,500.00
Revised Total Not-to-Exceed Amount	\$375,435.64

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


By: _____

Name: _____

Title: _____

Date: _____

TKDA

By:  _____

Name: DJ Heinle

Title: Vice President, Architecture

Date: October 22, 2024

FY25 Summer 2025 Condensing Boiler Project

Contract Sum: \$120,839.00

Consultant: Wold Architects and Engineers

Project Name and Number

25MULTI002 (9 Sites)
Anderson Middle School
Green Central Dual Language Elementary School
Jenny Lind Elementary School
La Estrellas Dual Language Elementary School
Loring Elementary School
Marcy Arts Elementary School
Pillsbury Elementary School.

Description

Provide new condensing boilers to the sites listed above for Summer reheat and Winter backup.

Contract Documents

AIA Document C103-2015
Exhibit A – Project Charter and Schedule
Exhibit C – Owner Insurance

 **AIA**® Document C103® – 2015**Standard Form of Agreement Between Owner and Consultant** without a
Predefined Scope of Consultant's Services

AGREEMENT made as of the 15th day of October in the year 2024
(In words, indicate day, month and year.)

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

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

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

Wold Architects and Engineers Kyle Edsten (612) 385-2923
332 Minnesota Street, Suite W2000
St. Paul, MN 55101

Consultant's discipline:

Architecture, Mechanical and Electrical Engineering & Construction Administration

for the following Project:

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Detailed project description defined in:
EXH-A Project Charter and Schedule
EXH-C Owner's Insurance

The Owner and Consultant 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.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSULTANT'S RESPONSIBILITIES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COPYRIGHTS AND LICENSES
- 6 CLAIMS AND DISPUTES
- 7 TERMINATION OR SUSPENSION
- 8 COMPENSATION
- 9 MISCELLANEOUS PROVISIONS
- 10 SPECIAL TERMS AND CONDITIONS
- 11 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Defined in EXH-A Project Charter and Schedule

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:

Defined in EXH-A Project Charter and Schedule

- .2 Date for commencement of construction:

Defined in EXH-A Project Charter and Schedule

- .3 Substantial Completion date:

Defined in EXH-A Project Charter and Schedule

- .4 Other milestone dates:

Defined in EXH-A Project Charter and Schedule

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

Init.

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User Notes:

(3B9ADA45)

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Defined in EXH-A Project Charter and Schedule

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Kyle Edsten Kyle Edsten (612) 385-2923
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
kedsten@woldae.com

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the insurance for the duration of this Agreement as defined in EXH-C Owner Insurance.

(Paragraphs Deleted)

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.

(Check one or both selections below.)

- [] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for

approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

[X] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth in EXH-A Project Charter and Schedule.

(Table Deleted)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Jeff M. Helstrom 612-207-7859 jeffrey.helstrom@mpls.k12.mn.us
Minneapolis Public Schools – Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 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 Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them 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 Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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 proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 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.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 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, dispute, or other matter in question 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, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, 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).

§ 6.3.4.2 Either party, at its sole discretion, 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.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

Defined in EXH-A Project Charter and Schedule

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

Defined in EXH-A Project Charter and Schedule

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Defined in EXH-A Project Charter and Schedule

(Table Deleted)

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

(Insert rate of monthly or annual interest agreed upon.)

five percent (5 %)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

(Paragraph Deleted)

- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of five percent (5 %) of the expenses incurred.

(Paragraph Deleted)

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

\$0

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information 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 Information as set forth in this Agreement.

(Paragraphs Deleted)

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an

attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.

(Paragraph Deleted)

- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

EXH-A Project Charter and Schedule
EXH-C Owner Insurance

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

OWNER *(Signature)*

(Printed name and title)



CONSULTANT *(Signature)*

Sarah Bagley, Partner 10-01-2024

(Printed name and title)

Additions and Deletions Report for **AIA® Document C103® – 2015**

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 12:49:24 CT on 09/25/2024.

PAGE 1

AGREEMENT made as of the 15th day of October in the year 2024

...

BETWEEN the ~~Owner:~~Owner:

...

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

...

Wold Architects and Engineers Kyle Edsten (612) 385-2923
332 Minnesota Street, Suite W2000
St. Paul, MN 55101

...

Architecture, Mechanical and Electrical Engineering & Construction Administration

...

Detailed project description defined in:
EXH-A Project Charter and Schedule
EXH-C Owner's Insurance

PAGE 2

TABLE OF ARTICLES

...

Defined in EXH-A Project Charter and Schedule

...

Defined in EXH-A Project Charter and Schedule

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Defined in EXH-A Project Charter and Schedule

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Defined in EXH-A Project Charter and Schedule

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Defined in EXH-A Project Charter and Schedule

PAGE 3

Defined in EXH-A Project Charter and Schedule

...

Kyle Edsten Kyle Edsten (612) 385-2923
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
kedsten@woldae.com

...

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3. Agreement as defined in

...

EXH-C Owner Insurance.

...

§ 2.7.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

...

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than (\$) per claim and (\$) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

...

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

...

~~§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than (\$).~~

...

~~§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

...

~~§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.~~

...

~~§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.~~

PAGE 4

Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. ~~Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement in EXH-A Project Charter and Schedule.~~

...

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>

...

Jeff M. Helstrom 612-207-7859 jeffrey.helstrom@mpls.k12.mn.us
Minneapolis Public Schools – Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

PAGE 5

~~§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's~~

subconsultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.

PAGE 6

Litigation in a court of competent jurisdiction

...

~~Other:~~ Other: (Specify)

PAGE 8

Defined in EXH-A Project Charter and Schedule

...

Defined in EXH-A Project Charter and Schedule

...

Defined in EXH-A Project Charter and Schedule

...

Employee or Category

Rate

...

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

...

five percent (5 %)

...

~~.7— Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;~~

...

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of five percent (5 %) of the expenses incurred.

...

~~**§ 8.6.3** If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:~~

PAGE 9

\$0

...

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

...

Special terms and conditions that modify this Agreement are as follows:

PAGE 10

- .1 AIA Document ~~C103™ 2014, C103™ 2015~~, Standard Form of Agreement Between Owner and Consultant.

...

- ~~.2 AIA Document E202™ 2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:~~

...

EXH-A Project Charter and Schedule

...

EXH-C Owner Insurance

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 12:49:24 CT on 09/25/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C103™ - 2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Curtis Hartog, Executive Director

(Title)

9 / 25 / 2024

(Dated)

Exhibit A – Project Charter and Schedule

Project Name and Number

25MULT1002 (9 Sites) Summer 2025 Condensing Boiler Project.
Anderson Middle School
Green Central Dual Language Elementary School
Jenny Lind Elementary School
La Estrellas Dual Language Elementary School
Loring Elementary School
Marcy Arts Elementary School
Pillsbury Elementary School.

Description

Provide new condensing boilers to the sites listed above for Summer reheat and Winter backup.

Contract Sum

The Contract Sum shall be **\$120,839.00.**

Schedule

October 2024 to January 2025:

- Site visits to the 9 sites for existing conditions & discovery.
- Assist in developing Commissioning Design intent to hire a 3rd party Commissioning Agent.
- Meet with MPS Project Manager and MPS Trades as needed or required for scope and phase review.
- Develop Schematic Design, Design Development and Bidding/100% Construction Documents.
- Provide Construction Administration Services.

June 2025 to August 2025

- Construction Administration

June 2026 to August 2026

- Potential Construction Administration

WOLD Proposal: See attached.



September 24, 2024

Jeffrey Helstrom
Minneapolis Public Schools
Special School District #1
1250 West Broadway Avenue
Minneapolis, Minnesota 55441

Re: Special School District #1 – Minneapolis Public Schools
2025 Districtwide Summer Boiler Project
Commission No. 9999

Dear Jeffrey:

We are excited to provide the following proposal for installation of high-efficiency summer hot water boilers at eight schools listed below. The scope discussed includes new boilers and all associated piping, pumps, controls, and components as required to provide hot water reheat function when the existing boilers are shut off in the summer. The assumed boiler size at each site is listed below:

- Andersen United Middle School – New 3,000 MBH high-efficiency boiler for summer reheat.
- Green Central Dual Language Elementary School – New 2,000 MBH high-efficiency boiler for summer reheat.
- Jenny Lind Elementary School – New 2,000 MBH high-efficiency boiler for summer reheat.
- Las Estrellas Dual Language Elementary School – Small wall mounted boiler for summer reheat.*
- Loring Elementary School – New 2,000 MBH high-efficiency boiler for summer reheat and backup for existing boiler.**
- Marcy Arts Elementary School – New 2,000 MBH high-efficiency boiler for summer reheat.
- Pillsbury Elementary School – New 2,000 MBH high-efficiency boiler for summer reheat.
- Sullivan STEAM School – New 3,000 MBH high-efficiency boiler for summer reheat.
- Wait Park Elementary School – New 2,000 MBH high-efficiency boiler for summer reheat.

**Reduced scope is proposed due to current heating water system only totaling approximately 415 MBH. Addition of a larger hot water boiler for summer reheat not recommended until the heating water system includes more of the total heating capacity.*

***Loring Elementary School currently has one boiler. New summer boiler proposed to be larger to also serve as a backup heat source in the winter.*

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



Based on our understanding of the project scope and budget, our fee proposal is as follows:

Project Services:

- Design services will include all Architectural and Engineering work required to provide complete construction drawings and specifications.
- Project oversight through construction including review of contractor submittals, site observations, and coordination of on-site construction activities.
- Project close-out including punch list, review of close-out documents, and recommendation of final payment when all big requirements are complete.

We are proposing to provide these services for a base services fixed fee of 7.5% based upon the estimated cost of construction plus half of the contingency. Reimbursable expenses will be billed separately from these fees, and would include such costs as mileage, printing, communications, etc. These are billed as they are accrued with no additional markup. We estimate approximately \$4,500 in reimbursables per \$1,000,000 of construction cost and, as such, propose billing actual reimbursable costs not to exceed \$6,680. Our fee is calculated as follows:

Estimated Construction Cost	\$1,485,000
½ Construction Contingency *	\$ 37,125
Sub Total Fee Basis	\$1,522,125
	x 7.5%
Proposed Fixed Fee**	\$ 114,159

* Assumes the project has a 5% construction contingency

**Construction Administration fee amounts to 20% of total proposed fee. CA fee will be split between 2025 and 2026 depending on amount of work that occurs in each summer. CA fee will not be increased if a portion of the project is constructed in 2026.

Please call if you have any questions or concerns with this proposal. Thank you!

Sincerely,

Wold Architects and Engineers

Kyle Edsten | P.E.
Associate

cc: Sal Bagley, Wold
Kevin Marshall, Wold
Accounting

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT’S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:

The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

- a. Worker’s Compensation and Employer’s Liability Insurance

- i. Coverage A is statutory.
- ii. Coverage B
 - \$500,000 Each Accident
 - \$500,000 Each Employee
 - \$500,000 Policy Limit (Disease)

- b. Comprehensive General Liability Insurance *

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Per Occurrence	\$1,000,000
Medical Payments	\$10,000

* The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

- c. Automobile Insurance

Per Occurrence	\$1,000,000
PIP	Basic
Underinsured Motorist	\$1,000,000
Uninsured Motorist	\$1,000,000

- d. Professional Liability Insurance

- i. Per Claim \$2,000,000

- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:
Aggregate \$4,000,000

e. Umbrella Liability Insurance

- i. Per Occurrence \$2,000,000
- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:
Aggregate \$2,000,000

f. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are \$1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT’S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner’s lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner’s lender(s) do procure or maintain such insurance, the Owner or the Owner’s lender(s) shall have, in addition to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

- a. Professional Liability Coverage of \$2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below \$2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."
- b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.
- c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE

The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

- a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

- b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR’S INSURANCE – to be used with AIA A101-2017

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

- | | |
|---|-------------|
| i. General Aggregate | \$1,500,000 |
| ii. Products/Completed Operations Aggregate | \$1,500,000 |
| iii. Per Occurrence | \$1,500,000 |

The Owner shall be named as additional insured for Commercial General Liability Insurance

b. Automobile Insurance

- | | |
|----------------------------|-------------|
| i. Per Occurrence | \$1,000,000 |
| ii. PIP | Basic |
| iii. Underinsured Motorist | \$1,000,000 |
| iv. Uninsured Motorist | \$1,000,000 |

c. Workers Compensation

- i. Coverage A is statutory.
- ii. Coverage B \$500,000 Each Accident
- iii. \$500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

i. Per Claim \$2,000,000

For Projects with an estimated construction cost of over \$10,000,000 or major structural work, additional Aggregate coverage of \$4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

f. Property Insurance

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders "all risk" Insurance

i. Per Claim \$2,000,000

ii. Aggregate \$4,000,000

This insurance is only required for additions exceeding \$10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

i. Aggregate limit \$5,000,000

This insurance is required only for projects larger than \$10,000,000 in total construction costs.

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-0056
November 12, 2024

**Resolution authorizing a temporary construction easement for the City of Minneapolis at
Emerson School**

WHEREAS, Special School District No. 1, grantors, and the owner of the parcels located at 120 15th Street Southwest, Minneapolis, MN 55403, (Emerson Elementary School) for and in consideration of the work to be done by the City of Minneapolis; and

WHEREAS, the reconstruction of pedestrian sidewalks and curb ramps to meet ADA requirements requires a temporary construction easement for Property ID 27-029-24-31-0059 at the intersection along West 15th Street and LaSalle Avenue from April 1, 2025, through September 30, 2027; and

WHEREAS, the easement compensation is \$2,543.00.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the easement (2024-0056A) to rebuild ADA pedestrian sidewalks and curb ramps on the property owned by the District located at 120 15th Street Southwest, Minneapolis, MN 55403, and authorizes the Senior Operations Officer to negotiate and sign the temporary construction easements for parcels 27-029-24-31-0059.

ADOPTED this 12th day of November 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0056)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						



Building a Better World
for All of Us®



August 16, 2024

Minneapolis Board of Education, District #1
Attn: Facilities Department
1250 West Broadway Avenue
Minneapolis, MN 55411

SUBJECT: OFFER TO PURCHASE
TEMPORARY EASEMENT
2024 HSIP AND SRTS PROJECT | CITY OF MINNEAPOLIS
PARCEL NO.: 3 | PID: 2702924310059

Dear Landowner:

This letter constitutes the City of Minneapolis' formal offer for the purchase of the necessary temporary construction easement (Easement) associated with the above referenced project. The Easement is to allow the construction contractor access to the project while completing the construction. The City of Minneapolis hereby offers all parties who may have an interest in the real estate to be acquired in the sum of **\$2,543.00**, which has been determined to be just compensation for such Easement and rights based upon the fair market value of the property. Attached to this letter is a Value Calculation setting out the basis for this determination. A temporary construction easement document and a sketch is also attached.

This offer is made pursuant to the procedures provided for under Minnesota law. The City of Minneapolis previously, or with this offer, has provided you with a copy of "*Guide for Property Owners*" pamphlet.

You will have a reasonable length of time to consider the offer. If you accept the offer, the Easement will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that you were provided a copy of the valuation and that the brochure explaining the easement acquisition process and the owner's rights, privileges and obligations was provided to you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer letter.

I am requesting all **originals** be returned to me via mail in the prepaid envelope enclosed or please set up a time to meet to have these documents signed in-person. The original documents needed are:

- Acknowledgement of Receipt of Offer (second page of offer letter) – **Signed and dated**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3428 Lakeridge Place NW, Suite 100, Rochester, MN 55901-6573

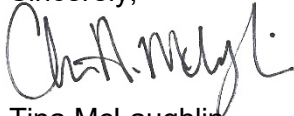
507.288.6464 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- Temporary Construction Easement – **Signed, dated and notarized**
- W-9 Form – **Filled and signed** with either your company ID # or your name/social (whichever you would like the check made out to)

On behalf of the City of Minneapolis, I wish to thank you for your cooperation and assistance, and I look forward to working with you toward a mutually satisfactory completion of the acquisition of the temporary easement. Please do not hesitate to contact me at 507.251.2519 or tmclaughlin@sehinc.com with any questions you may have.

Sincerely,



Tina McLaughlin
Right of Way Specialist
Short Elliott Hendrickson Inc.



Redwan Adem
Senior Professional Engineer
City of Minneapolis Public Works Dept.

Attachments: Value Calculation
Temporary Construction Easement Document
Easement Exhibit
W-9 Form

SEH No. MNPLS 174936

ACKNOWLEDGEMENT OF RECEIPT OF OFFER

I CERTIFY THAT on _____ day of _____, 20____, this *Offer to Purchase* and *Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.

Landowner Signature



Building a Better World
for All of Us®



VALUE CALCULATION
2024 HSIP AND SRTS PROJECT | SEH NO. MNPLS 174936

The following values were derived from current land values and SEH’s research of comparable land values in the area.

SP:141-030-051 & 141-030-053

Plat/Parcel No.: Plat _____ Parcel 3

PID No.: 2702924310059

Fee Owners: The Minneapolis Board of Education

ACQUISITION INFORMATION

Existing Right of Way	0.0 Sq. Ft.
Permanent Right of Way	0.0 Sq. Ft.
Permanent Easement	0.0 Sq. Ft.
Temporary Construction Easement	77 Sq. Ft.

VALUATION

Compensation for Existing Right of Way	= \$0.00
Compensation for Permanent Right of Way	= \$0.00
Compensation for Permanent Easement	= \$0.00
Compensation for Temporary Easement	= \$2,543.00
<i>(77 sq. ft. x \$132.09 sq. ft. x 10% of land value per year x 2.5 years = \$2,542.73)</i>	
TOTAL	= \$2,543.00 (rounded)

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of _____ Dollars (\$ _____), THIS EASEMENT is made by The Board of Education of the City of Minneapolis., a Minnesota corporation (hereinafter referred to as the "**Grantor**") in favor of and to the City of Minneapolis, a governmental subdivision under the laws of the state of Minnesota (hereinafter referred to as the "**Grantee**").

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows (hereinafter referred to as the "**Parcel**"):

Parcel 3
120 15th Street SW
Minneapolis, MN 55403
P.I.D. #27-029-24-31-0059

Existing Legal Description

Block 3 of J. S. Johnson's Addition To Minneapolis as is recorded in Hennepin County Minnesota.

B. The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, and across those parts of the Parcel described as follows (hereinafter referred to as the "Easement Area"):

Proposed Temporary Easement

A temporary construction easement over, under, and across the Easterly 19.00 feet of the Southerly 1.0 feet and the Southerly 59.00 feet of the Easterly 1.00 feet, all of the following property:

Block 3 of J. S. JOHNSON ADDITION TO MINNEAPOLIS as is recorded in Hennepin County Minnesota.

Said easement contains 77 square feet, more or less.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

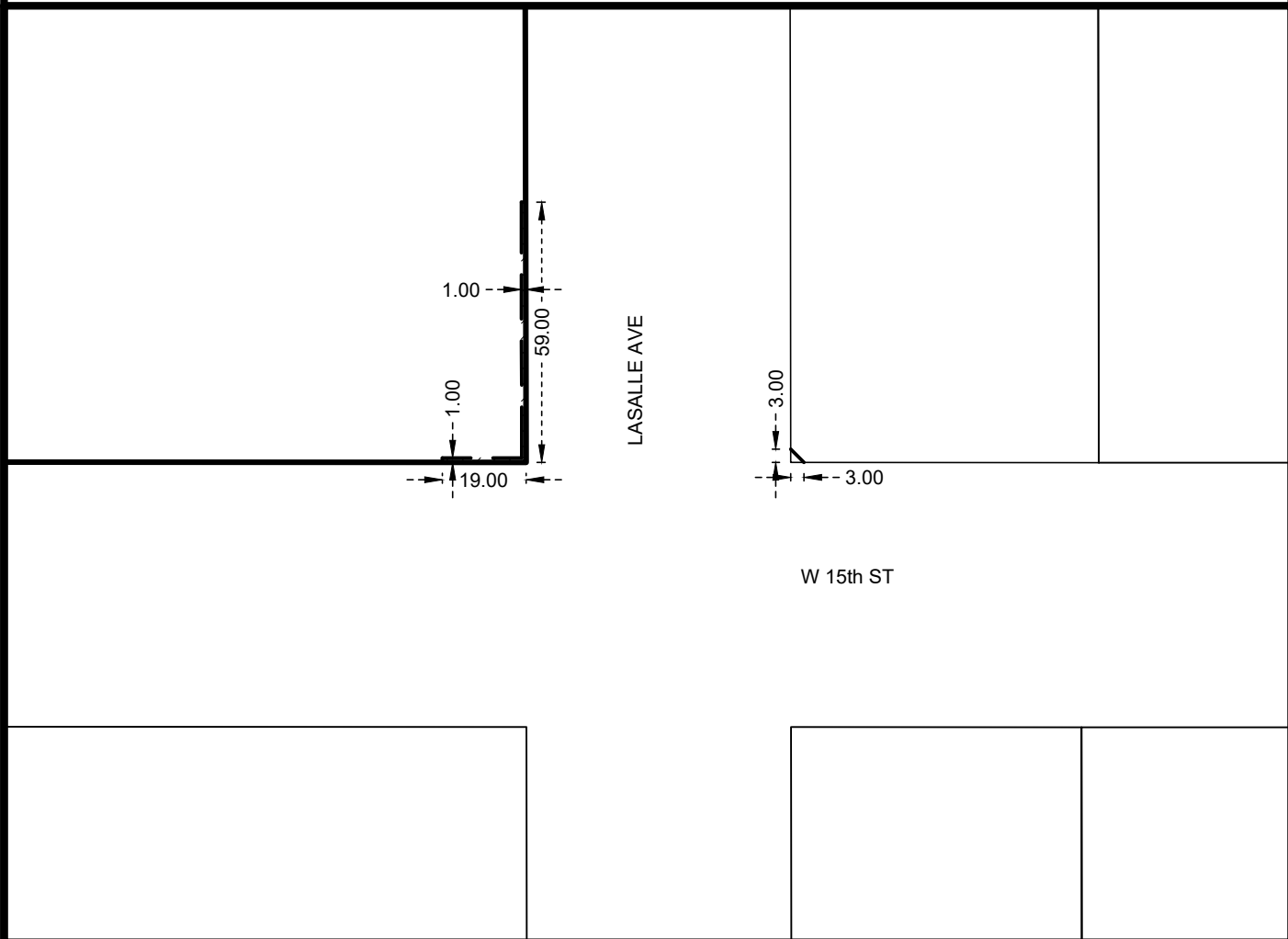
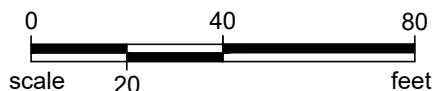
1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants and conveys to the Grantee, its successors and assigns, a temporary construction easement over, under, and across the Easement Area (hereinafter referred to as the "Temporary Construction Easement").

2. **USE OF TEMPORARY CONSTRUCTION EASEMENT.** The grant of the Temporary Construction Easement includes the right of the Grantee, its contractors, agents and servants to enter upon the Easement Area at all reasonable times and in a manner designed to minimize disturbance to resident owners and occupants, to construct, reconstruct, inspect, repair and maintain utility, drainage and road systems over, under and across the said premises; and the further right stockpile supplies, stage construction and to remove trees, brush, undergrowth and other obstructions necessary thereto.

A temporary construction easement over, under, and across the Easterly 19.00 feet of the Southerly 1.0 feet and the Southerly 59.00 feet of the Easterly 1.00 feet, all of the following property:

Block 3 of J. S. JOHNSON ADDITION TO MINNEAPOLIS as is recorded in Hennepin County Minnesota.

AREA = 77 SQFT +/-



Save: 6/18/2024 3:45 PM tbbrown Plot: 6/18/2024 3:46 PM X:\KCOM\MINNPLS174936\CAD\15-dwg\MNPLS174936-RWsurvey.dwg

EASEMENT EXHIBIT FOR: PID 2702924310059 EMERSON ELEM

MINNEAPOLIS
MINNESOTA

SEH Project MNPLS 174936
Drawn By TSB
Surveyed By TSB
Checked By TSB

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

THEODORE S BROWN, LS
DATE 6/18/2024 LICENSE NO. 51678



**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-0057
November 12, 2024

Resolution authorizing a temporary construction easement for the City of Minneapolis at Ella Baker School

WHEREAS, School District No. 1, grantors, and the owner of the parcels located at 2526 Emerson Avenue South, Minneapolis, MN 55403, (Ella Baker School) for and in consideration of the work to be done by the City of Minneapolis; and

WHEREAS, reconstruction of pedestrian sidewalks and curb ramps to meet ADA requirements requires a temporary construction easement for Property ID 33-029-24-13-0204 at the intersection along Emerson Avenue South and West 26th Street from April 1, 2025, through September 30, 2027; and

WHEREAS, the easement compensation is \$919.00.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the easement (2024-0057A) to rebuild ADA pedestrian sidewalks and curb ramps on the property owned by the District located at 2526 Emerson Avenue South, Minneapolis, MN 55403, and authorizes the Senior Operations Officer to negotiate and sign the temporary construction easements for parcels 33-029-24-13-0204.

ADOPTED this 12th day of November 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0057)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						



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August 16, 2024

Special District No. 1
Attn: Facilities Department
1250 West Broadway Avenue
Minneapolis, MN 55411

SUBJECT: OFFER TO PURCHASE
TEMPORARY EASEMENT
2024 HSIP AND SRTS PROJECT | CITY OF MINNEAPOLIS
PARCEL NO.: 12 | PID: 3302924130204

Dear Landowner:

This letter constitutes the City of Minneapolis' formal offer for the purchase of the necessary temporary construction easement (Easement) associated with the above referenced project. The Easement is to allow the construction contractor access to the project while completing the construction. The City of Minneapolis hereby offers all parties who may have an interest in the real estate to be acquired in the sum of **\$919.00**, which has been determined to be just compensation for such Easement and rights based upon the fair market value of the property. Attached to this letter is a Value Calculation setting out the basis for this determination. A temporary construction easement document and a sketch is also attached.

This offer is made pursuant to the procedures provided for under Minnesota law. The City of Minneapolis previously, or with this offer, has provided you with a copy of "*Guide for Property Owners*" pamphlet.

You will have a reasonable length of time to consider the offer. If you accept the offer, the Easement will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that you were provided a copy of the valuation and that the brochure explaining the easement acquisition process and the owner's rights, privileges and obligations was provided to you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer letter.

I am requesting all **originals** be returned to me via mail in the prepaid envelope enclosed or please set up a time to meet to have these documents signed in-person. The original documents needed are:

- Acknowledgement of Receipt of Offer (second page of offer letter) – **Signed and dated**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3428 Lakeridge Place NW, Suite 100, Rochester, MN 55901-6573

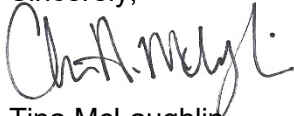
507.288.6464 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- Temporary Construction Easement – **Signed, dated and notarized**
- W-9 Form – **Filled and signed** with either your company ID # or your name/social (whichever you would like the check made out to)

On behalf of the City of Minneapolis, I wish to thank you for your cooperation and assistance, and I look forward to working with you toward a mutually satisfactory completion of the acquisition of the temporary easement. Please do not hesitate to contact me at 507.251.2519 or tmclaughlin@sehinc.com with any questions you may have.

Sincerely,



Tina McLaughlin
Right of Way Specialist
Short Elliott Hendrickson Inc.



Redwan Adem
Senior Professional Engineer
City of Minneapolis Public Works Dept.

Attachments: Value Calculation
Temporary Construction Easement Document
Easement Exhibit
W-9 Form

SEH No. MNPLS 174936

ACKNOWLEDGEMENT OF RECEIPT OF OFFER

I CERTIFY THAT on _____ day of _____, 20____, this *Offer to Purchase* and *Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.

Landowner Signature



Building a Better World
for All of Us®



VALUE CALCULATION
2024 HSIP AND SRTS PROJECT | SEH NO. MNPLS 174936

The following values were derived from current land values and SEH’s research of comparable land values in the area.

SP:141-030-051 & 141-030-053

Plat/Parcel No.: Plat _____ Parcel 12

PID No.: 3302924130204

Fee Owners: Special School District No. 1

ACQUISITION INFORMATION

Existing Right of Way	0.0 Sq. Ft.
Permanent Right of Way	0.0 Sq. Ft.
Permanent Easement	0.0 Sq. Ft.
Temporary Construction Easement	98 Sq. Ft.

VALUATION

Compensation for Existing Right of Way	= \$0.00
Compensation for Permanent Right of Way	= \$0.00
Compensation for Permanent Easement	= \$0.00
Compensation for Temporary Easement	= \$919.00
<i>(98 sq. ft. x \$37.49 sq. ft. x 10% of land value per year x 2.5 years = \$918.51)</i>	
TOTAL	= \$919.00 (rounded)

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of _____ Dollars (\$ _____), THIS EASEMENT is made by Special School District No. 1, a Minnesota political subdivision (hereinafter referred to as the “**Grantor**”) in favor of and to the City of Minneapolis, a governmental subdivision under the laws of the state of Minnesota (hereinafter referred to as the “**Grantee**”).

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows (hereinafter referred to as the “**Parcel**”):

Parcel 12
2526 Emerson Avenue S
Minneapolis, MN 55403
P.I.D. #33-029-24-13-0204

Existing Legal Description

Lot 15, Block 4, of ANDERON DOUGLAS AND COMPANY, Hennepin County, Minnesota.

B. The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, and across those parts of the Parcel described as follows (hereinafter referred to as the “Easement Area”):

Proposed Temporary Easement

A temporary construction easement over, under, and across the Southerly 15.00 feet of the Easterly 6.50 feet of the following partial property:

Lot 15, Block 4, of ANDERON DOUGLAS AND COMPANY, Hennepin County, Minnesota.

Said easement contains 98 square feet, more or less.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

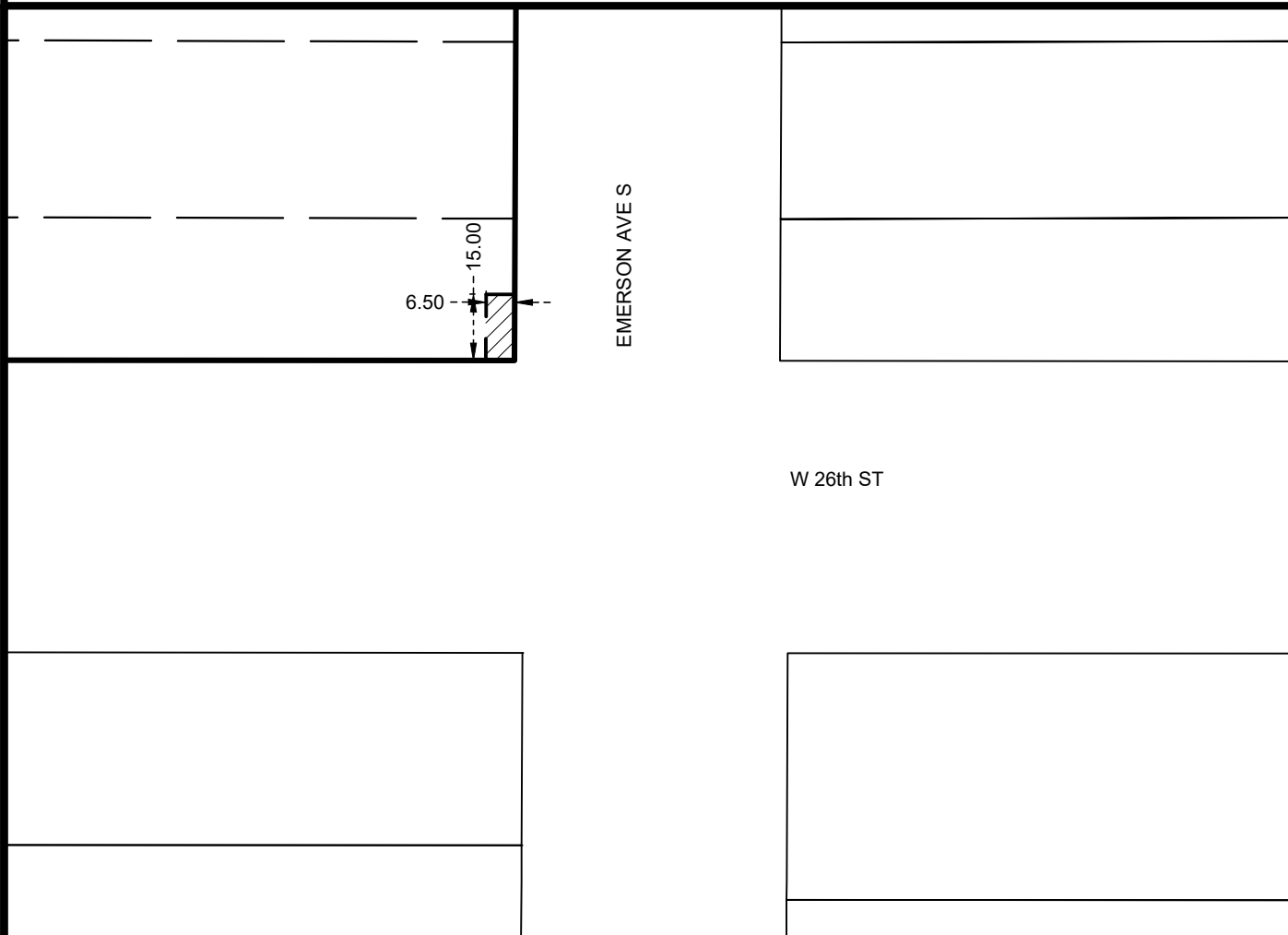
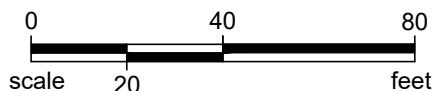
1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants and conveys to the Grantee, its successors and assigns, a temporary construction easement over, under, and across the Easement Area (hereinafter referred to as the “Temporary Construction Easement”).

2. **USE OF TEMPORARY CONSTRUCTION EASEMENT.** The grant of the Temporary Construction Easement includes the right of the Grantee, its contractors, agents and servants to enter upon the Easement Area at all reasonable times and in a manner designed to minimize disturbance to resident owners and occupants, to construct, reconstruct, inspect, repair and maintain utility, drainage and road systems over, under and across the said premises; and the further right stockpile supplies, stage construction and to remove trees, brush, undergrowth and other obstructions necessary thereto.

A temporary construction easement over, under, and across the Southerly 15.00 feet of the Easterly 6.50 feet of the following partial property:

Lot 15, Block 4, of ANDERON DOUGLAS AND COMPANY, Hennepin County, Minnesota.

AREA = 98 SQFT +/-



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EASEMENT EXHIBIT FOR: PID 3302924130204 JEFFERSON JR HIGH

MINNEAPOLIS
MINNESOTA

SEH Project MNPLS 174936
 Drawn By TSB
 Surveyed By TSB
 Checked By TSB

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

THEODORE S BROWN, LS
 DATE 6/18/2024 LICENSE NO. 51678



Minnesota State High School League
 2100 Freeway Blvd., Brooklyn Center, MN 55430-1735
 763-560-2262, Fax: 763.569.0499

Application for DISSOLUTION of Cooperative Sponsorship

Deadline: Not later than the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for dissolution of cooperative sponsorship.

On behalf of the following schools, we hereby apply for dissolution of the cooperative sponsorship of
Alpine Ski - Boys/Girls beginning with the 20 24 - 20 25 school year.
 (activity) (boys' or girls') (Adapted-CI or PI)

List ALL schools included in the cooperative sponsorship. Attach another form if necessary.

	School	City
High School #1:	<u>Mpls Roosevelt</u>	<u>Mpls</u>
High School #2:	<u>Mpls South</u>	<u>Mpls</u>
High School #3:		<u>Mpls</u>
High School #4:		

1. Has the school board of each member school of the existing co-op approved a resolution to dissolve the co-op?
 Yes A copy of the resolution approved by the school board of each member school, stating the reason to dissolve the co-op, MUST be included with this application.
 No DO NOT SUBMIT this application until a resolution, stating the reason to dissolve the existing co-op, has been approved by the school board of each member school.

2. Please circle appropriate letter.

	Member School				Reason for the Dissolution	
High School #1	A	B	<u>C</u>	A.	Our school is dropping the activity.	
High School #2	A	B	<u>C</u>	B.	Our school will sponsor this activity without a cooperative sponsorship.	
High School #3	A	B	C	C.	Our school will sponsor this activity as part of a new cooperative sponsorship. Please submit an Application for Cooperative Sponsorship for the new co-p.	
High School #4	A	B	C			

Signature of the person duly authorized by the member school to act on behalf of the member school.

High School #1:	<u>A.R.H.</u> Designated School Representative	<u>Athletic Director</u> Title of the Designated School Representative
High School #2:	<u>[Signature]</u> Designated School Representative	<u>Athletic Director</u> Title of the Designated School Representative
High School #3:	_____ Designated School Representative	_____ Title of the Designated School Representative
High School #4:	_____ Designated School Representative	_____ Title of the Designated School Representative

Official Action of the MSHSL Board of Directors

- Approved
 Not Approved

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Alpine Ski B/G
 beginning with the 20 24 - 20 25 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Mpls Roosevelt	1,251	Mpls	GAA	GAA
High School #2:	Mpls South	1,257	Mpls	GAA	GAA
High School #3:	Mpls Edison	896	Mpls	GAA	GAA
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))
Adding Edison Alpine Ski to the South/Roosevelt Co-op
- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1		3	5	1		
High School #2						1
High School #3		1			1	
High School #4						

5. Team Identification: (Indicate how cooped schools should be identified in tournament programs): _____

Roosevelt/South/Edison

6. Team Colors: _____ Team Mascot: _____

7. Host School (school that will receive revenue share check): Roosevelt 11-4-24

Board of Education (or designee)

School

Date

Signed _____

Signed _____

Signed _____

Signed _____

Official Action of the MSHSL Board of Directors

Approved

Not Approved

Signature: _____

Date: _____

MSHSL Executive Director

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-0059
November 12, 2024

**Resolution authorizing withdrawal from the Joint Powers Agreement for the Youth
Connections Center**

WHEREAS, in 1993, in response to these findings from a Truancy Work Committee of Hennepin County, the Truancy Service Implementation Committee was formed and recommended actions were developed which included the establishment of a truancy/curfew center; and

WHEREAS, Minneapolis Public Schools (“MPS”), Hennepin County, and the City of Minneapolis opened a curfew/truancy center in Minneapolis, Minnesota in October 1995; and

WHEREAS, the abovementioned entities entered into a joint powers agreement in 1997 to provide a governance/oversight structure for curfew and truancy services in Hennepin County and to provide for the efficient operation of the Curfew/Truancy Center (subsequently called the Juvenile Supervision Center and now known as the Youth Connection Center “YCC”); and

WHEREAS, the joint powers agreement was extended in 2016; and

WHEREAS, the last year of available data shows that fewer than one-third of all youth brought to the YCC are MPS students and the count of youth brought to the YCC for truancy was zero; and

WHEREAS, MPS’ financial situation does not allow for the continued fiscal contribution required by the joint powers agreement; and

WHEREAS, MPS remains committed to continued consultation and programming collaboration with the YCC and its partners and service provider.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the withdrawal from both the Joint Powers Agreement for Youth Curfew/Truancy Services (#A166677 / C-41656) and the Memorandum of Understanding (MOU) for Youth Curfew/Truancy Services (#A166678).

FURTHER BE IT RESOLVED, that the Board authorizes the appropriate staff to deliver required notices in accordance the agreement’s withdrawal and termination clause and authorizes any outstanding balances to be paid.

ADOPTED this 12th day of November 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0059)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						



MINNEAPOLIS
PUBLIC SCHOOLS

To: Minneapolis Board of Education
From: Lisa Sayles-Adams, Superintendent of Schools
Subject: Policy 7010 Environmental Health & Safety Annual Update (SY 24/25)
Date: October 8, 2024

Cover Memo

Recommendation

The Board of Education accepts the plans and procedures that have been established to protect employees, students, volunteers, and visitors while on district property and grounds. Written plans and reports are available for review [Environmental Health & Safety - Minneapolis Public School District \(mnschools.org\)](https://mnschools.org) or by contacting the Environmental Health & Safety (EH&S) Division. The MPS Lead in Water Safety Plan was updated to meet 2023 Minnesota legislative changes to MN Statute 121A.335. The updated Lead in Water Safety Plan is submitted for adoption by the Board and is available for review.

Background

Policy 7010 Environmental Health & Safety is established to provide a safe and healthy learning and work environment; to increase safety awareness, to help prevent accidents and injuries; to reduce risk of liability; and to comply with health and safety, environmental and occupational health laws, rules, and regulations for the benefit of its students, staff, visitors, and contractors. Programs established under Policy 7010 include accident and injury reduction, environmental conditions, hazardous materials, systems safety, and communications.

Summary

The Lead in Water Safety Plan was updated to meet 2023 Minnesota legislative changes to MN Statute 121A.335. The updated Lead in Water Safety Plan is submitted for adoption by the Board and is available for review [Lead in Water Safety Plan](#). EH&S funding is submitted and approved by the Board of Education as part of the Long-Term Facilities Maintenance Ten-year plan. Under existing programs, reports are maintained for accident & injury reduction, fire & life safety, playgrounds, indoor air quality, lead in water, radon, radio frequency, asbestos, science laboratories, Career & Technology Education classrooms, theatrical rigging systems and bleachers. Reports are available through the Environmental Health & Safety website or by contacting EH&S

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-0047
November 12, 2024

Resolution approving a board member's new employment with the school district (2024-0047)

WHEREAS, Kim Ellison, a duly elected board member of the Special School District No 1. (Minneapolis Public Schools) school board, seeks to be employed with the school district; and

WHEREAS, Ms. Ellison intends to earn approximately \$5,000 per fiscal year in this new employment as a swimming coach with the Community Education department; and

WHEREAS, Minnesota Statutes Section 123B.195 allows board members to be employed by the school district provided that the board member does not earn more than \$20,000 during the fiscal year and this employment is approved by a majority of board members during a meeting in which all board members are present.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the employment of Kim Ellison for the position of swimming coach, effectively immediately.

BE IT FURTHER RESOLVED, that Ms. Ellison be compensated for the time she was coaching without pay back to September 1, 2024.

ADOPTED this 12th day of November 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0047)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

AMENDED AND RESTATED UMBRELLA SHARED USE AGREEMENT

THIS AMENDED AND RESTATED UMBRELLA SHARED USE AGREEMENT ("Agreement") is made and entered into on this 1st day of October, 2024 (the "Commencement Date") by and between SPECIAL SCHOOL DISTRICT NO. 1, a statutorily created political subdivision created and existing under the laws of the State of Minnesota (the "School District") and the CITY OF MINNEAPOLIS, ACTING BY AND THROUGH ITS PARK AND RECREATION BOARD a body corporate and politic under the laws of the State of Minnesota (the "Park Board").

RECITALS

- A. The School District and Park Board respectively own and share use to one another certain real property throughout the City of Minneapolis (the "Shared Use Properties").
- B. The Parties desire to set forth the terms and conditions of shared use of the Leased Properties through "Site Specific Shared Use Agreements."
- C. A cooperative effort by both Parties will facilitate the best use of space and most effective means of providing programs and services to Park Board and School District users.
- D. The Parties entered into that certain Umbrella Shared Use Agreement on May 16, 2018 (the "Previous Agreement").
- E. The Parties desire to amend the Previous Agreement and in lieu of amending the Previous Agreement, the Parties wish to enter into this Amended and Restated Umbrella Shared Use Agreement and the Previous Agreement shall no longer remain in effect.
- F. This Agreement, which includes standard definitions, terms, and exhibits that shall apply to all Site Specific Shared Use Agreements, will provide the framework for and consistency among each Site Specific Use Agreement.

AGREEMENT

Section 1. Defined Terms

For purposes of this Agreement and all Site Specific Shared Use Agreements the following definitions shall apply:

"Parties" shall mean the School District and the Park Board, their successors and assigns.

"Designated Affiliate User" shall mean any individual or entity designated by the School District or Park Board to have the same rights and responsibilities under this

Agreement and the Site Specific Shared Use Agreement as the designating party.

"Designated Representative" shall mean an individual designated by a Party who has the authority to act on behalf of the Party with respect to amendments to the Priority of Use Chart or the Annual Maintenance Plan for the site described in the Site Specific Use Agreement. The Designated Representative for the Park Board shall be the Assistant Superintendent of Recreation. The Designated Representative for the School District shall be the Senior Operations Officer.

"Third Party" shall mean any individual, person, or entity, other than the School District and the Park Board, and shall include Designated Affiliate Users.

"Site Specific Use Agreement" shall mean the agreement for each individual site the template of which is attached as Exhibit A.

"School District Land" shall mean the land owned by the School District which is the site of the School and legally described and attached in "Item A" of the Site Specific Shared Use Agreement.

"School District Building(s)" shall mean the main building of the School being referred to in the Site Specific Shared Use Agreement and any other buildings included, or excluded, from the agreement as depicted in Item C of the Site Specific Shared Use Agreement.

"School" shall mean the official name as established by the School District of the School being referred to in the Site Specific Shared Use Agreement.

"Park Board Land" shall mean the land owned by the Park Board as legally described and attached in Item B of the Site Specific Shared Use Agreement.

"Park Board Building(s)" shall mean those buildings owned by the Park Board included, or excluded, from the agreement as depicted in Item C of the Site Specific Shared Use Agreement.

"Park" shall mean the official name of the Park as established by the Park Board being referred to in the Site Specific Shared Use Agreement.

"School District Exclusive Space" shall mean those spaces within the School District Building(s) and/or School District Land that are not designated in the Site Specific Shared Use Agreement as Park Board Exclusive Space or Shared Space.

"Park Board Exclusive Space" shall mean those spaces within the Park Board Building(s) and/or Park Board Land that are not designated in the Site Specific Shared Use Agreement as School District Exclusive Space or Shared Space

"Shared School Space" shall mean all areas within the School District Building(s) and School District Land to which the Park Board is granted limited, non-exclusive rights of access and use for the purpose of conducting certain activities of the Park Board, together with hallways, restrooms, entrances and other common areas of the School Building(s) which are reasonably necessary for such access and use by the Park Board, as shown on Item D of the Site Specific Shared Use Agreement, including, without limitation, all furnishings commonly located and used in said

spaces.

"Shared Park Space" shall mean all areas within the Park Board Building(s) and Park Board Land to which the School District is granted limited, non-exclusive rights of access and use for the purpose of conducting certain activities of the School District, together with hallways, restrooms, entrances and other common areas of the Park Board Building(s) and Park Board Land which are reasonably necessary for such access and use by the School District, as shown on Item E of the Site Specific Shared Use Agreement, including, without limitation, all furnishings commonly located and used in said spaces.

"Shared Space" shall mean all shared spaces as shown on Items D and E of the Site Specific Shared Use Agreement, including Shared School Space and Shared Park Space.

"Shared Use Site Council" or "Council" shall mean a six (6) member council formed for each Site Specific Shared Use Agreement comprised of three representatives of the School District and three representatives of the Park Board as further defined in this Agreement.

"Shared Use Land" shall mean any land, or portion thereof, shared by one party to the other as defined in the site-specific agreement.

"Leased Building" shall mean any building, or portion thereof, leased by one party to the other as defined in the site-specific lease.

"School Days" shall mean all calendar days during the School Year during which school classes, activities, or exams are scheduled to be held by the School District for its students. Teachers record keeping days, parent-teacher conference days, and teacher professional development days shall be considered "school days."

"Non-School Days" shall mean weekends, holidays, and other scheduled or unscheduled days on which school is not in session and the day is not classified as a school day, which may include days when school is closed for weather or other school release days.

"School Hours" shall mean those hours described in the Priority of Use Chart for the start of the School Day until the end of the School Day as depicted in Item F of the Site Specific Shared Use Agreement.

"After School Hours" shall mean those hours described in the Priority of Use Chart for After School depicted in Item F of the Site Specific Shared Use Agreement.

"Evening Hours" shall mean those hours described in the Priority of Use Chart for evening activities depicted in Item F of the Site Specific Shared Use Agreement.

"School Year" shall mean all calendar days during each of the School District's then-current school year, inclusive of summer school and/or other school sessions comprising a portion of such school year if applicable, commencing as of the first day of each such School Year and ending as of the last day of each such School Year.

Section 2. Term of Agreement

Unless earlier terminated as otherwise provided in this Agreement, the initial term of this Agreement shall be for a period of approximately five (5) years commencing on the Commencement Date of this Agreement and ending on March 31, 2029.

Upon the expiration of the initial term, this Agreement shall be automatically renewed for successive renewal terms of one (1) year unless either party provides written notice to the other party that the Agreement shall not be renewed upon the expiration of the current term. Such notice of non-renewal shall be given not less than nine (9) months prior to the expiration date of the initial term or any subsequent renewal term.

Section 3. Priority of Use

3.1 Priority of use of the Shared Space shall be determined according to the Priority of Use Chart, attached as Item F in each Site Specific Shared Use Agreement.

3.2 Scheduling

- a) General: Each Party shall be responsible for all scheduling for that portion of the Shared Space for the periods of time during which that Party has priority of use according to the Priority of Use Chart.
- b) Activities: Each Party shall be responsible for all scheduling for that portion of the Shared Space for the periods of time during which that Party has priority of use according to the Priority of Use Chart.
- c) Use of Shared Space by Designated Affiliate Users: Designated Affiliate Users shall abide by the scheduling priority indicated in the Priority of Use Chart for their designating party.
- d) Use of Space by Third Parties: The Parties shall always have scheduling priority over any Third Party for use of the Shared Space. Third Party use will be governed by rules established by the Shared Use Site Council.
- e) Special Conditions: Special conditions that impact the School Year, School Days or School Hours will require an adjustment to the Priority of Use chart to accommodate the condition during the period of time the condition is in effect. Special conditions include election days, parent-teacher conference days, or other non-school days. Special conditions shall be reviewed by the Shared Use Site Council, documented as an amendment to the Priority of Use Chart, and approved in writing by a Designated Representative of each Party.
- f) Conflicting Requests: In the event of conflicting requests for use of the Shared Space, and unless otherwise agreed between the Parties, scheduling of such space shall be determined according to the applicable priorities of use in the Priority of Use Chart.

Section 4. Shared Use Site Council

4.1 Responsibilities: The Council shall have the following responsibilities: 1) create, monitor, and review the Priority of Use Chart and Annual Maintenance Plan, 2) mediate scheduling conflicts, 3) propose minor modifications to the Site Specific Use Agreement, including the Priority of Use Chart, as necessary to accommodate the ongoing needs of both Parties.

4.2 Membership: Membership of the Council will consist of the following representation: For the School District, three persons as designated by the applicable School principal; and for the Park Board, three persons as designated by the applicable Service Area Manager.

4.3 Governance: The Council is responsible for formally constituting itself. The Council shall meet quarterly at a minimum.

Section 5. Cleaning and Maintenance

5.1 General Cleaning of Shared Space. The Parties agree to clean, as further defined in each Site Specific Agreement, the Shared Spaces as follows:

a) Shared School Space:

i) The School District shall clean the Shared School Space on each day on which its custodial staff is regularly scheduled to work; and following the conclusion of any activity conducted by the School District or its Designated Affiliate User. Cleaning shall be completed prior to the commencement of the next scheduled use by the Park Board or its Designated Affiliate User as outlined in the Priority of Use Chart.

ii) The Park Board shall clean any Shared School Space used in connection with any activity conducted by the Park Board following the conclusion, and prior to the commencement, of the next scheduled use by the School District as outlined in the Priority of Use Chart.

b) Shared Park Space:

i) The Park Board shall clean the Shared Park Space on each day on which its custodial staff is regularly scheduled to work; and following the conclusion of any activity conducted by the Park Board or its Designated Affiliate User. Cleaning shall be completed prior to the commencement of the next scheduled use by the School District or its Designated Affiliate User as outlined in the Priority of Use Chart.

ii) The School District shall clean any Shared Park Space used in connection with any activity conducted by the School District following the conclusion, and prior to the commencement, of the next scheduled use by the Park Board as outlined in the Priority of Use Chart.

c) Cleaning of Exclusive Space: Each party shall be primarily responsible for cleaning and maintaining of its respective Exclusive Space. However, in the event one Party grants one time use of Exclusive Space to the other, the School District shall clean the Park Exclusive Space following the conclusion of any activity conducted on or in the space by the School District or its Designated Affiliate User and the Park Board shall clean the School District Exclusive Space following the conclusion of any activity conducted on or in the space by the Park Board or its Designated Affiliate User, prior to the next scheduled use by the other Party.

d) Overtime: If circumstances call for maintenance overtime on the host party's property, the visiting party shall make payment within 30 days of the receipt of an invoice for the overtime expense of the host party.

e) Site Maintenance: Unless otherwise defined in the Site Specific Shared Use Agreement, the School District and Park Board will each maintain their own lawns, trees, shrubs, and other landscaping. Each Party will remove snow from its own sidewalks, drives, parking areas, entries, etc.

5.2 Annual Maintenance Plan: Costs for all major repairs, repetitive maintenance (such as gymnasium floor resurfacing) and extraordinary maintenance costs, excluding capital improvements, to the Shared Spaces shall be reviewed annually by the Shared Use Site Council and approved by the Designated Representative no later than 60 days. Such costs shall be apportioned between the School District and the Park Board as agreed upon in Item G of the Site Specific Shared Use Agreement.

Section 6. Supervision and Equipment

6.1 Supervision: The Park Board and the School District shall provide reasonable supervision and security for all activities conducted or permitted in or upon the land or buildings of the other party.

6.2 Equipment: In connection with their use of the Shared Space, and except as may otherwise be agreed between the Parties from time to time, the Parties shall furnish all of their own equipment, and the equipment of the other Party shall at all times be left intact and undisturbed.

6.3 Activities: Except as may otherwise be agreed to by the Parties from time to time, the parties shall limit activities taking place in or upon the land or building(s) to those for which the land or building(s) was designed and which will not be destructive to the land or building or carry an unreasonable risk of injury to the participants, supervisors, or spectators of such activities. In no event shall an agreement between the Parties to permit on one occasion the conduct of an activity as an exception to this Section be deemed to permit subsequent occurrences of the same or similar activity.

Section 7. Agreement Review, Amendments and Termination

7.1 Amendments: Each Shared Use Site Council shall meet annually to jointly review operations of this Agreement and the Site Specific Shared Use Agreement, and, if necessary, to recommend amendments to the terms of this Agreement or the Site Specific Shared Use Agreement to the Parties. Such amendments or modifications shall be effective when made in writing and signed by all Parties.

7.2 Minor Amendments: Minor amendments, such as modifications to School Hours, Priority Use Chart, activities to be conducted in a Shared Space, and other similar matters may be made administratively by the Shared Use Site Council. Such amendments shall be effective when signed by the Designated Representative of each Party.

7.3 Staff Turnover: Within 30 days following a turnover of any member of the Shared Use Site Council, the Shared Use Site Council shall meet to review this Agreement and the performance of the management responsible for the maintenance and operation of the facilities referenced in this Agreement.

7.4 Dispute Resolution: If a dispute develops between the Parties regarding the performance of the managerial personnel or the interpretation of the rights and obligations of the Parties under this Umbrella Agreement, such disputes shall be referred to the Shared Use Site Council. If the dispute is unable to be resolved by the Shared Use Site Council, it shall then be referred to the Designated Representative for each Party. If the dispute is not resolved in this manner, any of the Parties may pursue any remedy available at law or

equity.

Section 8. Notices

Except as otherwise specified herein, notice or demand as required or permitted under the provisions of this Agreement shall be deemed to have been duly given when made in writing and sent by registered or certified mail addressed as follows:

If to the School District: Minneapolis Public Schools
Special School District No. 1
1250 West Broadway Avenue
Minneapolis, Minnesota 55411
Attn: Senior Operations Officer

If to the Park Board: Minneapolis Park and Recreation Board
2117 West River Road
Minneapolis, Minnesota 55411
Attn: Assistant Superintendent for Recreation

Such addresses may be changed by either party by written notice to the other.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**Minneapolis Public School
Special School District No. 1**

BY _____
Its _____
Date _____

**City of Minneapolis
Acting by and through its Park and Recreation Board**

BY _____
Its President
Date _____

BY _____
Its Secretary
Date _____

EXHIBIT A

Template Site Specific Shared Use Agreement

This Site Specific Shared Use Agreement (“Shared Use Agreement”) for the use and management of shared space at *SITE* (the “Site”) is made on the ____ day of _____, 2024 (the “Commencement Date”) by and between Special School District No. 1, a statutorily created political subdivision created and existing under the laws of the State of Minnesota (the “School District”) and the City of Minneapolis, acting by and through its Park and Recreation Board, a body corporate and politic under the laws of the State of Minnesota (the “Park Board”).

Recitals

- A. Whereas, the School District and Park Board respectively own and share use to one another certain real property.
- B. Whereas, on July 20, 2021, the Parties entered into an Umbrella Shared Use Agreement, which, among other terms, identified the terms to be included in all Site Specific Shared Use Agreements (the “Umbrella Agreement”).
- C. Whereas, a cooperative effort by both Parties has facilitated the best use of space and the more effective means of providing programs and services to Park Board and School District users.
- D. Whereas, the Umbrella Agreement and this Shared Use Agreement shall be the template for all Site Specific Shared Use Agreements which will provide the framework for consistency among each site.
- E. Whereas, the Park Board and the School District desire to collaborate on certain projects and activities for the betterment of the community. In consideration of their mutual goals, both Parties agree to enter into this Shared Use Agreement to clarify their respective responsibilities and liabilities for this particular site.

Section 1. Definitions

All of the capitalized terms in this Shared Use Agreement are defined terms in the Umbrella Agreement and unless otherwise defined in this Shared Use Agreement the definitions in the Umbrella Agreement shall apply to this Shared Use Agreement.

Section 2. Term of Shared Use Agreement

Unless earlier terminated as otherwise provided in this Shared Use Agreement, the initial term of this Shared Use Agreement shall be for a period of approximately five (5) years commencing on the Commencement Date of this Shared Use Agreement and ending on August 21, 2029.

Upon the expiration of the initial term, this Shared Use Agreement shall be automatically renewed for successive renewal terms of one (1) year unless either party provides notice to the other party that this Shared Use Agreement shall not be renewed upon the expiration of the current term. Such notice of non-renewal shall be given in writing not less than nine (9) months prior to the expiration date of the initial term or any subsequent renewal term.

Termination shall not relieve the parties of their responsibilities under this Shared Use Agreement for activities undertaken prior to the termination date.

Section 3. Joint Obligations of the Parties

Calendars. The Park Board and School District will each maintain an annual calendar of events, projects, and activities that are scheduled at the Site. During the term of this Shared Use Agreement, each Party shall provide the other Party with its calendar of events, projects, and activities that are scheduled at the Site. Each Party shall provide the other Party with an update of its calendar at least 15 days prior to an event, project, or activity. In addition, the Parties shall meet twice each calendar year to discuss events and event logistics.

Hours of Operation and Fees. The Park Board and School District School Buildings may be open to the public from 6 AM to 12 AM (midnight). In the event that either Party seeks to operate the building for functions between 12 AM (midnight) and 6 AM, facility permits shall be obtained from the property owner.

School District Facility Permits. A facility permit is required for all use of School District Buildings. All requests should be submitted on the Minneapolis Public School Community Education website.

Park Board Building Permits. A facility Permit is required for use of all Park Board buildings. All requests shall be submitted to the building supervisor using the permit application located on the Park Board website.

Section 4. Conditions

4.1 Indemnification: The School District hereby agrees to defend, indemnify, and hold harmless the Park Board, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages (including by not limited to property and personal injury, losses, costs, or expenses, including reasonable attorney fees, arising from or related to the activities performed under this Shared Use Agreement by the School District, its officials, agents, employees, volunteers, anyone directly or indirectly employed by it, and anyone acting on the School District's behalf.

The Park Board hereby agrees to defend, indemnify, and hold harmless the School District, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages (including by not limited to property and personal injury, losses, costs, or expenses, including reasonable attorney fees, arising from or related to the activities performed under this Shared Use Agreement by the Park Board, its officials, agents, employees, volunteers, anyone directly or indirectly employed by it, and anyone acting on the Park Board's behalf.

4.3 Insurance: Both Parties shall maintain appropriate insurance coverage, as required by law and in accordance with their respective organizational policies, to cover any liabilities arising from their activities under this Shared Use Agreement.

4.4 Condemnation: In the event the Site is taken by eminent domain and, as a result, each party is unable to operate the facilities, this Shared Use Agreement shall terminate as of the date title to the property vests in the condemning authority.

In the event of any taking under the power of eminent domain, both Parties shall not be entitled to any portion of the award paid for the taking and the owner of the property being condemned shall receive full amount of such award. Both Parties hereby expressly waive any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the property, shall belong to owner of the property, both Parties shall have the right to claim and recover from the condemning authority, but not from the property owner, such compensation as may be separately awarded or recoverable by both Parties for relocation benefits or assistance.

4.5 Relationship of Parties: The parties shall be deemed to be independent contractors in their performance of their obligations under this Shared Use Agreement. No employee or agent of the other Party shall be deemed an employee or agent of the other Party and their employees, or agents shall not act as or hold themselves out to be agents, representatives or employees of the other Party.

4.6 Intellectual Property: Except as specifically granted herein, no Party shall obtain any rights under this Shared Use Agreement to use, and shall not use, the names, marks, logos or other intellectual property of the other Party in any manner without the express prior written approval of such other Party in each instance, whether in connection with the subject matter of this Shared Use Agreement or otherwise.

4.7 Real Property: Neither Party shall acquire any possessory interest in the other Party's property by virtue of this Shared Use Agreement.

4.8 Assignment: This Shared Use Agreement shall not be assigned or transferred by either Party.

4.9 Binding Effect: All of the covenants, conditions, and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the Parties hereto and their respective successors and assigns.

4.10 Counterparts: This Shared Use Agreement may be signed in one or more counterparts, each of which will constitute an original, and all of which shall comprise the entire agreement between Park Board and the School District.

4.11 Governing Law: This Shared Use Agreement shall be construed under and governed by the laws of the State of Minnesota, applicable to contracts entered into and performed entirely within the boundaries of the Park Board and the School District.

4.12 Default: If either Party fails to perform its obligations under this Shared Use Agreement, it will be in default. If such default is not cured within thirty (30) days after mailing by the non-

default Party of written notice of the conditions of default (or if such default cannot be cured within thirty (30) days, then within a reasonable time, provided the defaulting Party commences cure within such thirty (30) days) to the defaulting Party, the non-defaulting Party may pursue any remedies in either law or equity available to it against the defaulting Party, including but not limited to, terminating this Shared Use Agreement.

If either Party repurposes buildings or land on the Site from the current use, both Parties shall act in good faith to negotiate an amendment to this Shared Use Agreement if needed. Each Party shall provide a one-year notice of repurpose to the other Party.

4.13 Notices: Any notice, request, or demand authorized or required under this Shared Use Agreement shall be in writing and shall be sent by certified mail to the other Party as follows:

If to the School District:

Minneapolis Public Schools
Special School District No. 1
1250 West Broadway Avenue Minneapolis, Minnesota 55411
Attn: Senior Operations Officer

If to the Park Board:

Minneapolis Park and Recreation Board
2117 West River Road
Minneapolis, Minnesota 55411
Attn: Assistant Superintendent for Recreation

4.14 Entire Agreement: The Umbrella Agreement, this Shared Use Agreement, and any Items attached hereto and incorporated by reference herein constitute the entire understanding between the Park Board and the School District, and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever. Any subsequent agreement shall have no effect in changing, modifying, discharging, or affecting the Umbrella Agreement or this Shared Use Agreement in whole or in part unless such agreement is in writing and is approved and signed by the Park Board and the School District representatives.

4.15 Severability: If any provision of this Shared Use Agreement is determined to be illegal or unenforceable, it shall be severable from this Shared Use Agreement, and all other provisions shall remain in force as though the severed provision had never been included.

Section 5: Legal Description of School District Land

The legal description of School District land that this Shared Use Agreement applies to is included in the attached Item A.

Section 6: Legal Description of Park Board Land

The legal description of Park Board land that this Shared Use Agreement applies to is included in the attached Item B.

Section 7: Site Plan Depicting School District Buildings and Park Board Buildings

The site plan depicting the School District and Park Board buildings that this Shared Use Agreement applies to is included in the attached Item C.

Section 8: Shared School Space

The Shared School Space that this Shared Use Agreement applies to is depicted on the attached Item D.

Section 9: Shared Park Space

The Shared Park Space that this Shared Use Agreement applies to is depicted on the attached Item E.

Section 10: Priority of Use Chart

The Priority of Use Chart that this Shared Use Agreement applies to is set forth the attached Item F.

Section 11: Annual Maintenance Plan

The Annual Maintenance Plan that this Shared Use Agreement applies to is set forth in the attached Item G.

IN WITNESS WHEREOF, the Parties hereto have executed this Shared Use Agreement on the date first above written.

City of Minneapolis, acting by and through
its Park and Recreation Board

By: _____
Its Assistant Superintendent, Recreation

Minneapolis Public Schools
Special School District No. 1

By: _____
Its Senior Finance & Operations Officer

EXHIBIT B

List of Items to be included in all Site Specific Shared Use Agreements

Item A: Legal Description of School District Land

Item B: Legal Description of Park Board Land

Item C: Site Plan Depicting School District Buildings and Park Board Buildings

Item D: Shared School Space

Item E: Shared Park Space

Item F: Priority of Use Chart

Item G: Annual Maintenance Plan

EXHIBIT C

Shared Use Agreement Sites Summary

Party	Location
MPRB	Armatage/Armatage Park
MPRB	Bethune/Bethune Park
MPRB	Burroughs/Lynnhurst Park
MPRB	Green/Central Park
MPRB	Harrison
MPRB	Kenny
MPRB	Kenwood
MPRB	Loring/Victory Park
MPRB	North Star
MPRB	Olson/Creek View
MPS	Phillips Pool
MPRB	Pillsbury/Windom Park
MPRB	Seward/Matthews Park
MPRB	Waite Park/Waite Park
MPRB	Whittier
MPRB/WEE	Windom

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-11-ER-CBA-AFSCME
November 12, 2024

Resolution Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and American Federation of State, County, and Municipal Employees (AFSCME) Council 5, Local 56 (2024-11-ER-CBA-AFSCME)

WHEREAS, Special School District No. 1 (District) and American Federation of State, County, and Municipal Employees (AFSCME), Council 5, Local 56 (Union), were parties to a collective bargaining agreement for the period of July 1, 2021, through June 30, 2024; and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2024; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2026; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, and American Federation of State, County, and Municipal Employees (AFSCME), Council 5, Local 56, effective July 1, 2024, through June 30, 2026.

ADOPTED this 12th day of November 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-11-ER-CBA-AFSCME)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

SPECIAL SCHOOL DISTRICT NO.1

and

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
Local No. 56, Council 5

2024-2026

Board meeting – November 12, 2024

Term: Two (2) years, July 1, 2024 through June 30, 2026

Pay: Article 8, Salaries

8.1.2 Salary Schedule Increases:

- July 1, 2024 – 3.0%
- July 1, 2025 – 2.0%
- January 1, 2026 – 2.0%

8.1.3 Wage Reopener; Class and Compensation Study:

A job classification and compensation study will be completed by March 1, 2025, and the Parities will meet to discuss the results.

8.2 Salary Progression

Effective July 1, 2026, salary progression (step increases) shall be permanent for all eligible members, and shall occur on July 1st of all succeeding years.

8.3 Longevity

Improvements to the longevity provisions will take place as follows, effective July 1, 2025:

6 years of service:	\$ 0.15
10 years of service:	\$0.20 \$0.30
15 years of service:	\$0.30 \$0.40
20 years of service:	\$0.55 \$0.65
25 years of service:	\$0.80 \$0.95

Fiscal Impact:

The two-year total package cost of the tentative agreement is \$1,621,455, which represents a 8.3% increase in annual costs spread over three years.

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2024-11-ER-CBA-GROUNDS
November 12, 2024

Resolution Approving the 2023-2024 Collective Bargaining Agreement between Special School District No. 1 and Minnesota Teamsters Public and Law Enforcement Employees, Local 320 Grounds Employees

WHEREAS, Special School District No. 1 (District) and Minnesota Teamsters Public and Law Enforcement Employees, Local 320 (Union) were parties to a collective bargaining agreement for the period of July 1, 2021, through June 30, 2024; and;

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2024; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2026; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, Minnesota Teamsters Public and Law Enforcement Employees, Local 320, effective July 1, 2023, through June 30, 2026.

ADOPTED this 12th day of November 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-11-ER-CBA-GROUNDS)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

SUMMARY OF TENTATIVE AGREEMENT

SPECIAL SCHOOL DISTRICT NO.1

and

TEAMSTERS, Local 320 - Grounds

2024-2026

November 12, 2024

Term: Two (2) years, July 1, 2024 through June 30, 2026

Pay: Wages:

2024-2026:

- 5.0% COLA to all cells on every salary schedule effective July 1, 2024.
- \$2.00/hr additional increase to the Fleet Maintenance Foreman, Grounds Foreman, and Mechanic schedules

2025-2026:

- 4.0% COLA increase to all wage schedules effective July 1, 2025.

Article 11 – Salaries

Addition of a stipend for Mechanics who have earned their Automotive Service Excellence Certification.

11.5 Automotive Service Excellence (ASE) Certification Stipend

Mechanics who have received their Automotive Service Excellence (ASE) Master School Bus Certification shall be paid a stipend of \$1.00 per hour above and beyond their normal hourly rate. The effective date for payment of this stipend shall be the beginning of the payroll period following submission of the official ASE School Bus certification. Mechanics are responsible for submitting any subsequent recertifications in advance of the certification’s expiration date; otherwise, the effective date for resumption of the shift differential shall be as prescribed above.

Article 7 – Vacation Allowance – Vacation accrual provisions have been improved as follows:

- 7.2.1 ~~First Seven~~ **five** ~~Years:~~ Vacation with full pay not exceeding twelve (12) working days each year for the first ~~seven~~ **five** years of employment.
- 7.2.2 ~~Eighth~~ **Sixth** ~~Year:~~ Vacation with full pay at a rate not exceeding sixteen (16) working days each year beginning with the ~~eighth~~ **sixth** year of employment.
- 7.2.3 ~~Sixteenth~~ **Twelfth** ~~Year:~~ Vacation with full pay not exceeding twenty-one (21) days each year beginning with the ~~sixteenth~~ **twelfth** year of employment.
- 7.2.4 ~~Twenty-First~~ **Eighteenth** ~~Year:~~ Vacation with full pay at a rate not exceeding twenty-six (26) working days each year beginning with the ~~twenty-first~~ **eighteenth** year of employment.

Article 15 – Insurance Benefits

15.9.2 Match Requirements:

Effective January 1, 2025, the District will increase the annual match payment from \$1,200 to an amount up to \$2,000 for members participating in a District deferred compensation plan.

Fiscal Impact:

The two-year total package cost of the tentative agreement is \$2,398,501, which represents a 15.7% increase in annual costs spread over three years.