Regular Business Meeting

Tuesday, September 9, 2025 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) **Public Comments**

4) **Recess**

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

5)a. Presentations and Updates

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

6)a. Approval of the Consent Agenda

6)a.1. Acceptance of Minutes

6)a.1.a. August 5, 2025 Regular Business Meeting

6)a.2. Human Resources Transactions

6)a.2.a. Approval of List A personnel matters (2025-9-ER-A)

6)a.2.b. Approval of List B personnel matters (2025-9-ER-B)

6)a.3. Acceptance of Gifts and Donations

6)a.4. Contracts

6)a.4.a. Contract with Achieve Twin Cities (2025-4400003251)

6)a.4.b. Contract with Bolton & Menk (2025-4400003321)

6)a.4.c. Amendment to contract with Braun Intertec (2025-4400002711)

6)a.4.d. Contract with Cunningham Group Architecture Inc. (2025-4400003327)

6)a.4.e. Contract with Dorsey and Whitney (2025 - 4400003323)

6)a.4.f. Contract with Entourage Events Group (2025-4400003326)

6)a.4.g. Contract with Fredrikson & Byron (2025-4400003308)

6)a.4.h. Contract with Insight Public Sector (2026-44000003254)

6)a.4.i. Amendment to contract with Indrotec (2025-4400003081)

6)a.4.j. Contract with Kraft Mechanical, LLC (2025-4400003338)

6)a.4.k. Contract with Core Mechanical Services, LLC (2025-4400003320)

6)a.4.l. Amendment to contract with Morcon Construction Company (2025-4400003044)

6)a.4.m. Contract with Rethink Autism (2025-440003309)

6)a.4.n. Contract with Schwab Vollhaber Lubratt Service (SVL) (2025-4400003305)

6)a.4.o. Contract with Tiffinman Global Kitchen (2025-4400003323)

6)a.4.p. Contract with United Healthcare (2025-4400003337)

6)a.4.q. Contract with Upper Midwest Athletic Construction (UMAC) (2025-4400002854)

6)a.4.r. Updating Exhibit A for the 2025-2026 school year on Contract Alternative Schools Contracts

6)a.5. Agreements

6)a.5.a. Wellstone Lease at MCTC (2025-0042)

6)a.5.b. Lease Agreement with the State of Minnesota at the Maintenance and Operations Building (2025-0043)

6)b. Resolution certifying the proposed property tax levy for payable 2026 (2025-0039)

6)c. Resolution Extending the 2024-2025 Equity and Diversity Impact Assessment (EDIA) Focus on Early Literacy for the 2025-2026 School Year (2025-0040)

7) **New Business**

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

9) **Adjournment**







Superintendent's Report

Regular Business Meeting

September 9, 2025

MINNEAPOLIS PUBLIC SCHOOLS

Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

MINNEAPOLIS PUBLIC SCHOOLS

Welcome New School Leaders!



Erin Jensen

Principal,
Transition Plus



Tara FitzGerald

Principal,
Wenonah



Gwynder Burnett

Assistant Principal,
Sanford



Catherine Lapiska

Assistant Principal,
Olson



Terry Peña

Assistant Principal,
Washburn



Rosemary Rink

Assistant Principal,
Burroughs

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

REGULAR BUSINESS MEETING
August 5, 2025

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 August 5, 2025.

Chair Collin Beachy called the meeting to order at 5:33 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Lucie Skjefte, Adriana Cerillo, Lori Norvell, Greta Callahan, Joyner Emerick (participated via interactive technology), and Collin Beachy (7); Ex Officio members Superintendent Dr. Lisa Sayles-Adams and Student Representative Isiah Martin (2)

Absent: Director Sharon El-Amin, Kim Ellison and Student Representative Lyn Ampey (3)

APPROVAL OF AGENDA

Norvell moved to approve the agenda. Abdi seconded the motion.

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

Aye: Abdi, Skjefte, Cerrillo, Norvell, Callahan, Beachy, Emerick (7)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Ellison (2)

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A 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
- State and Federal Legislation Update
- Back to School Readiness Update
- EDIA Early Literacy Report

No action was taken on these informational items.

Director Callahan departed the meeting at 7:15 p.m.

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

Abdi moved to approve the consent agenda. Cerrillo seconded the motion. The consent agenda included the following items:

Acceptance of Minutes

- June 10, 2025 Regular Business Meeting

Human Resources Transactions

- Approval of List A personnel matters (2025-8-ER-A)
- Approval of List B personnel matters (2025-8-ER-B)

Contracts

- Contract with Airport Taxi (2025-4400003224)
- Contract with Bix Produce (2025-4400003083)
- Contract with Bolton & Menk, Inc (2025-4400003250)
- Contract with College Tutors (2025-4400003266)
- Contract with David Hoy & Associates (2025-4400003265)
- Contract with ECA Science Kit Services (2025-4400003268)
- Amendment to Contract 4400000993 with Follett School Solutions
- Amendment to contract 2025-4400002942 with Ford Metro, Inc
- Amendment to contract 2025-4400002729 with Harris St Paul, Inc
- Contract with Innovative Office Solutions (2025-4400003203)
- Contract with Josh Downham (2025-4400003257)
- Contract with Kone, Inc (2025-4400003244)
- Contract with Learning Disabilities Association (2025-4400003263)
- Amendment to contract 2025-4400002936 with Morcon Construction
- Amendment to contract 2025-4400002893 with Morcon Construction

Draft

- Contract with Propio (2025-4400003118)
- Contract with Richfield Bus Company (2025-4400003149)
- Amendment to Contract 2024-4400002355 with Ratwik, Roszak & Maloney P.A.
- Contract with Ricoh (4400003267)
- Amendment to contract 2025-4400002571 with Rochon Construction
- Amendment to contract 2025-4400002571 with Rochon Corporation
- Amendment to contract 2025-4400003022 with Thelen Heating & Roofing, Inc
- Amendment to contract 2025-4400003237 with Transit Team
- Amendment to contract 2025-4400002854 with Upper Midwest Athletic Construction
- Amendment to contract 2025-4400002772 with Wendel Architects
- Second Amendment to the Tuttle Purchase Agreement (2025-0038)

On a roll call vote, the motion to approve the consent agenda was adopted with the following result:

Aye: Abdi, Norvell, Beachy, Emerick (4)
Nay: (0)
Abstain: Skjefte, Cerillo (2)
Absent: El-Amin, Ellison, Callahan (3)

Resolution approving the 2025-2026 school year e-learning day plan (2025-0035)

Abdi moved to approve Resolution 2025-0035, Cerrillo seconded the motion. On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi, Skjefte, Cerillo, Norvell, Beachy, Emerick (6)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Callahan, Ellison (3)

Amended Resolution Relating To General Obligation Long-Term Facilities Maintenance Bonds (2025-0036)

Abdi moved to approve Resolution 2025-0036, Norvell seconded the motion. On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi, Skjefte, Cerillo, Norvell, Beachy, Emerick (6)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Callahan, Ellison (3)

Resolution Regarding Approval of the 2025-2026 Non-Represented Employee Compensation Plan (2025-0037)

Abdi moved to approve Resolution 2025-0037, Skjefte seconded the motion. On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi, Skjefte, Cerillo, Norvell, Beachy, Emerick (6)
Nay: (0)
Abstain: (0)
Absent: El-Amin, Callahan, Ellison (3)

NEW BUSINESS

Chair Beachy read a summary of the 2024-2025 Superintendent Evaluation.

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Emerick
- Abdi
- Norvell
- Cerrillo
- Beachy

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 8:10 p.m.

Draft

Secretary Notations:

- Minutes submitted by Nandi Solórzano O'Brien, Assistant Clerk
- Meeting materials: https://meetings.boardbook.org/Public/Agenda/1807?meeting=698793
- Minutes approved: September 9, 2025

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

Draft

Minneapolis Public Schools

List A: All Employees: Tuesday, September 9, 2025

Hiring - Licensed

Adinan Banse	Nellie Stone Johnson Elementary	Teacher, Elementary	8/10/2025
Jill Berray	Franklin Middle	Teacher, Social Worker	9/2/2025
Samantha Bosch	Las Estrellas Elementary	Teacher, Music	7/1/2025
Travis Collins	South High	Teacher, Special Education (LD)	8/10/2025
Christopheraaron Deanes	Andersen Middle	Teacher, TOSA General	8/10/2025
Harrison Easton	Hall Academy Elementary	Teacher, Special Education (ECSE)	8/10/2025
J Eik Diggs	Instructional Specialists	Teacher, TOSA Instructional Specialist	8/10/2025
Susan Gonyea	Pratt Elementary	Teacher, Elementary	8/10/2025
Makwa Gonzalez	Cityview Elementary	Teacher, Special Education (SERT)	8/10/2025
Presko Hanson	Las Estrellas Elementary	Teacher, B/B (Spanish) ESL/ELL	8/10/2025
Patricia Jones	Lucy Laney Elementary	Teacher, Elementary	8/10/2025
Fiona Keel	Instructional Specialists	Teacher, TOSA Instructional Specialist	8/10/2025
Kayne Lussier	Nellie Stone Johnson Elementary	Teacher, High Five	8/25/2025
Gabrielle Morris	Sanford Middle	Teacher, World Languages (Spanish)	8/10/2025
Haley Morris	Barton Elementary	Teacher, Special Education (DCD-MM)	8/10/2025
Chandralyn Nimz	Pratt Elementary	Teacher, Elementary	8/10/2025
Richelle Norton	Anthony Middle	Teacher, World Languages (Spanish)	8/10/2025
Rachel Novacek	Las Estrellas Elementary	Teacher, B/B (Spanish) ESL/ELL	8/25/2025
Jason Phillippi	Kenwood Elementary	Teacher, Physical Education	8/10/2025
Cynthia Pratt	Whittier Elementary	Teacher, Library Media Specialist	8/28/2025
Marjaan Sirdar	Sullivan PK-8	Teacher, Building Reserve	8/10/2025
Kurtis Skaife	Webster Elementary	Teacher, Art	8/10/2025
Arianne Slaughter	Bethune Elementary	Teacher, High Five	8/10/2025
Ricardo Solomon	Anwatin Middle	Teacher, Building Reserve	8/25/2025
Leah Wright	Lake Nokomis Wenonah Elementary	Teacher, Special Education (ASD)	7/1/2025
Mark Ybarra	Pratt Elementary	Teacher, Elementary	8/10/2025
Ann Zenor	Justice Page Middle	Teacher, Special Education (SERT)	8/10/2025
Maya Ziegler	Kenwood Elementary	Teacher, Elementary	8/10/2025
Eli Zimmerman	Instructional Specialists	Teacher, TOSA Instructional Specialist	9/2/2025

Minneapolis Public Schools

List A: All Employees: Tuesday, September 9, 2025

Hiring - Non Licensed

Bilal Addow	Edison High	Special Education Assistant (1:1)	8/28/2025
Ikram Ahmed	Sullivan PK-8	Special Education Assistant (Program)	8/28/2025
Brandi Bellfield	Camden High	Associate Educator	8/20/2025
Yulianny Colmenarez Rojas	Emerson Elementary	Special Education Assistant (SERIS)	8/28/2025
Josselyn Cuevas Martinez	Marcy Elementary	Office Assistant	8/11/2025
Jordan Garcia	EMSS, Zone A	Emergency Mgmt, Safety & Security Spec.	7/30/2025
Destiny Jackson	River Bend Education Center	Special Education Assistant (Program)	8/28/2025
Jedidiah Jones	Edison High	Special Education Assistant (Program)	8/28/2025
Jennifer Jones	Minneapolis Kids	Child Care Assistant	8/25/2025
Andrew Lock	Transportation, Regular Ed Transp.	School Bus Driver	8/28/2025
Regina Neal	Minneapolis Kids	Child Care Assistant	8/25/2025
Wendy Norwood Martin	Lucy Laney Elementary	Special Education Assistant (1:1)	8/28/2025
Catherine Passer	Armatage Elementary	Special Education Assistant (SERIS)	8/28/2025
Allie Pikala	Minneapolis Kids	Child Care Assistant	8/25/2025
Julia Porras	Cityview Elementary	Associate Educator	8/28/2025
Rachel Sell	Lake Nokomis Keewaydin Elementary	Special Education Assistant (1:1)	8/28/2025
Charles Smith	Justice Page Middle	Special Education Assistant (1:1)	8/28/2025
Melanie Steinborn	Pillsbury Elementary	Special Education Assistant (Program)	8/28/2025
Tasheena Taylor	Equity & School Climate	Coordinator, Equity & School Climate	7/21/2025
Brian Thomas	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	8/25/2025
Robert Tratz	Edison High	Special Education Assistant (1:1)	8/28/2025
Melanie Trnka	Early Childhood Special Education	Special Education Assistant (Program)	8/28/2025
Phylicia Turner	Olson Middle	Health Services Assistant	8/25/2025
Kathryn Waller	Youth & Adult Enrichment	Associate Educator	8/26/2025
Hollisha Washington	Harrison Education Center	Special Education Assistant (1:1)	8/28/2025
Daniel Zachman	Andersen Middle	Special Education Assistant (Program)	8/28/2025

Discharges

Licensed

Teacher	09-09-2025	2025-09-ER-7569

Non-Licensed

Custodian	08-06-2025	2025-09-ER-7809
Custodian	08-26-2025	2025-09-ER-7804
Custodian	08-26-2025	2025-09-ER-7580
Accountant	08-22-2025	2025-09-ER-7830

Non-Represented

Probationary Separations

Licensed

Non-Licensed

Custodian, Senior	08-05-2025	2025-09-ER-7792
Special Education Assistant	08-26-2025	2025-09-ER-7844

Staff Reduction, Licensed

Teacher	08-10-2025	2025-09-ER-9959
Teacher	08-10-2025	2025-09-ER-9971
Teacher	08-10-2025	2025-09-ER-9965
Teacher	08-10-2025	2025-09-ER-9969
Teacher	08-10-2025	2025-09-ER-9954
Teacher	08-10-2025	2025-09-ER-9947
Teacher	08-10-2025	2025-09-ER-9968
Teacher	08-10-2025	2025-09-ER-9946
Teacher	08-10-2025	2025-09-ER-9966
Teacher	08-10-2025	2025-09-ER-9973
Teacher	08-10-2025	2025-09-ER-9962
Teacher	08-10-2025	2025-09-ER-9953
Teacher	08-10-2025	2025-09-ER-9974
Teacher	08-10-2025	2025-09-ER-9955
Teacher	08-10-2025	2025-09-ER-9972
Teacher	08-10-2025	2025-09-ER-9961
Teacher	08-10-2025	2025-09-ER-9958
Teacher	08-10-2025	2025-09-ER-9952
Teacher	08-10-2025	2025-09-ER-9945
Teacher	08-10-2025	2025-09-ER-9970
Teacher	08-10-2025	2025-09-ER-9960
Teacher	08-10-2025	2025-09-ER-9967
Teacher	08-10-2025	2025-09-ER-9949
Teacher	08-10-2025	2025-09-ER-9950
Teacher	08-10-2025	2025-09-ER-9964
Teacher	08-10-2025	2025-09-ER-9957
Teacher	08-10-2025	2025-09-ER-9951
Teacher	08-10-2025	2025-09-ER-9963
Teacher	08-10-2025	2025-09-ER-9948

Staff Reduction, Non-Licensed

HOLDING, Clerical	08-10-2025	2025-09-ER-9956

Discontinuance of Contract

Discontinuance of Contract, Licensed,

Teacher	08-10-2025	2025-09-ER-9937
Teacher	08-10-2025	2025-09-ER-9938

Discontinuance of Contract, Non-Licensed,

HOLDING, ESP	08-24-2025	2025-09-ER-9917
HOLDING, ESP	08-24-2025	2025-09-ER-9923
HOLDING, ESP	08-24-2025	2025-09-ER-9921
HOLDING, ESP	08-24-2025	2025-09-ER-9915
HOLDING, ESP	08-24-2025	2025-09-ER-9932
HOLDING, ESP	08-24-2025	2025-09-ER-9924
HOLDING, ESP	08-24-2025	2025-09-ER-9902
HOLDING, ESP	08-24-2025	2025-09-ER-9918
HOLDING, ESP	08-24-2025	2025-09-ER-9901
HOLDING, ESP	08-24-2025	2025-09-ER-9927

HOLDING, ESP	08-03-2025	2025-09-ER-9920
HOLDING, ESP	08-24-2025	2025-09-ER-9904
HOLDING, ESP	08-24-2025	2025-09-ER-9906
HOLDING, ESP	08-24-2025	2025-09-ER-9911
HOLDING, ESP	08-24-2025	2025-09-ER-9913
HOLDING, ESP	08-24-2025	2025-09-ER-9928
HOLDING, ESP	08-24-2025	2025-09-ER-9929
HOLDING, ESP	08-24-2025	2025-09-ER-9930
HOLDING, ESP	08-24-2025	2025-09-ER-9909
HOLDING, ESP	08-24-2025	2025-09-ER-9934
HOLDING, ESP	08-24-2025	2025-09-ER-9935
HOLDING, ESP	08-24-2025	2025-09-ER-9919
HOLDING, ESP	08-24-2025	2025-09-ER-9925
HOLDING, ESP	08-24-2025	2025-09-ER-9933
HOLDING, ESP	08-24-2025	2025-09-ER-9931
HOLDING, ESP	08-24-2025	2025-09-ER-9905
HOLDING, ESP	08-24-2025	2025-09-ER-9922
HOLDING, ESP	08-24-2025	2025-09-ER-9908
HOLDING, ESP	08-24-2025	2025-09-ER-9903
HOLDING, ESP	08-24-2025	2025-09-ER-9914
HOLDING, ESP	08-24-2025	2025-09-ER-9936
HOLDING, ESP	08-24-2025	2025-09-ER-9916
HOLDING, ESP	08-24-2025	2025-09-ER-9912
HOLDING, ESP	08-24-2025	2025-09-ER-9910
HOLDING, ESP	08-24-2025	2025-09-ER-9907
HOLDING, ESP	08-24-2025	2025-09-ER-9926

Layoffs

Licensed

Non-Licensed

HOLDING, Clerical	08-10-2025	2025-09-ER-9939
HOLDING, Clerical	08-10-2025	2025-09-ER-9940
HOLDING, MACA	07-01-2025	2025-09-ER-9941

Administrative Contract Non-Renewals

Acceptance of Gifts and Donations

September 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	$21,405.53	For KBEM/Jazz 88.5	Peter and Mildred Onstad	2025-2
Cash gift via GiveMN.org	$500.00	None	Angela Lee	2025-3
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Robert Huber and Christine Solso	2025-4
Cash gift to KBEM Radio	$2,160.00	For KBEM/Jazz 88.5	Crooners Supper Club - Mary Tjosvold	2025-5
Cash gift to KBEM Radio	$720.00	For KBEM/Jazz 88.5	Dakota Cooks LLC - Lowell Pickett	2025-6
Cash gift to KBEM Radio	$750.00	For KBEM/Jazz 88.5	Robert Aronson - Aronson Philanthropic Fund	2025-7
Cash gift to KBEM Radio	$630.00	For KBEM/Jazz 88.5	Mark Belgum	2025-8
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Chris Clark	2025-9
Cash gift to KBEM Radio	$2,500.00	For KBEM/Jazz 88.5	Brenda Colwill	2025-10
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Paul Engh	2025-11
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Susan Theresa Flynn	2025-12
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Steven Johnson and Susan Iverson	2025-13
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Dorette Kerian	2025-14

Acceptance of Gifts and Donations

September 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	$2,000.00	For KBEM/Jazz 88.5	Guri Kirkeng and Earl Windahl - Gabi Fund	2025-15
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Harlan and Jeanne Knutson	2025-16
Cash gift to KBEM Radio	$2,495.44	For KBEM/Jazz 88.5	John Long	2025-17
Cash gift to KBEM Radio	$2,000.00	For KBEM/Jazz 88.5	Joseph Mayo - Edina Realty	2025-18
Cash gift to KBEM Radio	$515.30	For KBEM/Jazz 88.5	Michele McKnelly	2025-19
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Brian and Joanne Mullen	2025-20
Cash gift to KBEM Radio	$2,000.00	For KBEM/Jazz 88.5	Thomas and Susan Pavey	2025-21
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Stephen Pesavento	2025-22
Cash gift to KBEM Radio	$515.30	For KBEM/Jazz 88.5	Walt and Gini Polley	2025-23
Cash gift to KBEM Radio	$1,818.92	For KBEM/Jazz 88.5	Catherine Sandstedt	2025-24
Cash gift to KBEM Radio	$1,000.00	For KBEM/Jazz 88.5	Bryan Schueler	2025-25
Cash gift to KBEM Radio	$1,378.92	For KBEM/Jazz 88.5	Anthony Michael Telschow	2025-26
Cash gift to KBEM Radio	$515.30	For KBEM/Jazz 88.5	John Waldron	2025-27
Cash gift to KBEM Radio	$2,000.00	For KBEM/Jazz 88.5	Karen Winkelman	2025-28

Acceptance of Gifts and Donations

September 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	$621.12	For KBEM/Jazz 88.5	Mona Wong	2025-29

END

B. Liability for Damages and Right to Set Off. Notwithstanding the above, Contractor shall not be relieved of liability to the School District for damages sustained by the School District by virtue of any breach of this Contract by Contractor, and the School District may withhold payments to Contractor for the purpose of set-off.

C. Nonexclusive Remedy. Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.

D. No Waiver. Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be originated in the State of Minnesota.

XIV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract. Except as otherwise provided herein, the covenants and agreements herein contained shall bind and inure to the benefit of District, its successors and assigns, and Provider and its successors and assigns. Attachments A and B are attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.

FOR THE Contractor:

Federal ID No. 41-1425264

By: Danielle Grant

Danielle Grant

Its: President and CEO

Date: 8/19/2025

FOR THE School District:

By _____

Special School District 1 Board of Education

Date: _____

4400003251

FY26 Joint MPS and MPRB Fastpitch Softball Facilities Improvements

Contract Sum: $191,500

Architect: Bolton & Menk, Inc.

Project Name and Number

Multiple Minneapolis Sites
1250 West Broadway Ave.
Minneapolis, MN 55411
Minneapolis Public Schools Project Number: FY26MULTI004
RFP 25-06

Description

Consulting services will include landscape architecture, civil engineering, and electrical engineering in support and provision of Schematic Design, Design Development, Construction (Bid) Documents, Bidding and Construction Observation services for the conversion, upgrade or reconstruction of three existing lower-level softball fields to 'premier' high school- level softball fields.

Contract Documents

AIA Document B101-2017
Exhibit A – Project Charter
Exhibit B – Project Design Milestones & Deliverables
Exhibit C – Owner Insurance
Exhibit D – Owner Requirements
AIA Document G201-2013
AIA Document G202-2013
AIA Document E203-2013

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 08 day of August in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as 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 Architect:
(Name, legal status, address and other information)

Bolton & Menk, Inc.
3300 Fernbrook Lane, Suite 300
Plymouth, MN. 55447
(763) 544-7129

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

Joint MPS and MPRB Fastpitch Softball Facilities Improvements
1250 West Broadway Ave. Minneapolis, MN. 55411
MPS Project Number 26MULTI004

The Owner and Architect agree as follows.

The standards of professional services are set forth in this document and schedule of exhibits as follows:

EXH-A Project Charter
EXH-B Project Design Milestones & Deliverables
EXH-C Owner Insurance
EXH-D Owner Requirements

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.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Defined in EXH-A Project Charter

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Defined in EXH-A Project Charter

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Defined in EXH-A Project Charter

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Defined in EXH-B Project Design Milestones & Deliverables

.2 Construction commencement date:

Defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables

.3 Substantial Completion date or dates:

Defined in EXH-A Project Charter

.4 Other milestone dates:

Defined in EXH-B Project Design Milestones & Deliverables

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Defined in EXH-A Project Charter

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Sustainable Design solutions which optimize or promote improved energy efficiency, occupant well-being, comfort, health, and improved long-term maintenance serviceability as standard to LEED rating system and B3 requirements are valued. Owner will not pursue LEED certification or complete B3 compliance. The Architect is not required to provide additional services for Sustainable Design.
(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Kanjana Foster, Project Manager
1250 West Broadway Ave.
Minneapolis, MN. 55411
Kanjana.Foster@mpls.k12.mn.us
(612) 987-9361
mpschools.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Commissioning Agent, Geotechnical Engineer, Special Inspections, Hazardous Materials Abatement, Special Testing, and Investigative Analysis

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jay Pomeroy, PLA
3300 Fernbrook Ln North, Suite 300
Plymouth, MN. 55447
jay.pomeroy@bolton-menk.com
(763) 363-0134
www.Boton-Menk.com

§ 1.1.11 The Architect shall retain the consultants identified in EXH-A Project Charter.

(Paragraphs Deleted)

§ 1.1.12 Other Initial Information on which the Agreement is based:

Professional Consultant Team as defined in EXH-A Project Charter

§ 1.2 The Owner and Architect 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 Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 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.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect 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 Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain insurance as defined in EXH-C Owner Insurance until termination of this Agreement and for the period of the statutes of repose set forth in Minnesota Statute 541.051, so long as such insurance is commercially available and reasonably affordable. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits as defined in EXH-C Owner Insurance.

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

§ 2.5.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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. Defined in EXH-C Owner Insurance.

§ 2.5.4 Workers' Compensation at statutory limits. Defined in EXH-C Owner Insurance.

§ 2.5.5 Employers' Liability with policy limits as defined in EXH-C Owner Insurance.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits as defined in EXH-C Owner Insurance.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's Basic Services are defined in EXH-B Project Design Milestones & Deliverables.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt (within 7-10 business days of discovery) written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect is encouraged to provide prompt written notice to the Owner within this timeframe; it is most critical during the construction administration phase.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information and defined in EXH-B Project Design Milestones & Deliverables. 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 Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities and initiate governmental planning review processes as defined in EXH-B Project Design Milestones & Deliverables.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall fully cooperate and coordinate with the Owner and its hired Commissioning Agent during all phases of design, construction, and commissioning to achieve the Project's final completion and full systems operability and ongoing use per the approved final design. The Architect is responsible for the duration of the contract to provide adequate support to its sub-consultants who provide services integral to commissioning.

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility to communicate the project design and construction to the school community, school neighbors, and neighborhood associations.

§ 3.1.9 The Owner shall provide available historical building documentation and the Architect shall field verify building elements as a basis for design. Additional design fees and reimbursable expenses incurred by the Architect related to remedying or addressing incorrectly identified building elements following the Architect's completion of field verification shall be borne solely by the Architect. Field verification shall include (1) field measurements of readily visible elements, (2) removing and replacing lay-in ceiling tiles, and (3) opening and closing access panels. The Architect is encouraged to identify areas that are not readily visible and merit further destructive testing that may include (1) drilling holes to use a scope camera to see inside a wall, (2) cutting small holes to identify sub surface conditions, or (3) moving non-functioning equipment to facilitate investigation. The Owner will perform any requested destructive testing. The Architect is responsible for field verification for the portion of the building within the scope of services. Field verification and destructive testing shall not be required for portions of the building or building systems that are not within the scope of services as defined in AIA G202-2013 Article
(Paragraph Deleted)

3.3.

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§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables, AIA contracts G201-2013, G202-2013, and E203-2013.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner as defined in EXH-B Design Milestones & Deliverables, and request the Owner's approval before proceeding with Design Development Documents as defined in EXH-B Design Milestones & Deliverables.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables and AIA contracts G201-2013, G202-2013, and E203-2013.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work as defined in EXH-B Project Design Milestones & Deliverables,

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and request the Owner's approval before proceeding with Construction Documents as defined in EXH-B Design Milestones & Deliverables.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall submit construction documents which are estimated to bid within 5% of the budgeted construction cost. The Cost of Work submittal is defined in EXH-B Project Design Milestones & Deliverables.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsible and responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) awarding and preparing contracts for construction; and, (5) Any review of bid anomalies or irregularities requiring legal review shall be provided by the Owner.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise, lead, and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts, errors, or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and the Owner's written notice to proceed to Construction Administration and terminates on the date the Architect authorizes the Contractor's final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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.

§ 3.6.2.2 The Architect has the authority and obligation to reject Work that does not conform to the Contract Documents unless the Owner accepts non-conforming work in writing after consulting with the Architect. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority and obligation 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.

§ 3.6.2.3 The Architect shall 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 shall be made in writing within five business days of requests or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent documented tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information, and belief. No judgement is made by the Architect as to the value of the Work or the value of uncompleted Work.

§ 3.6.3.2 The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 The Architect shall 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 the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties including a warranty schedule of major building systems and warranty expiration dates, and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

.5 The Architect shall produce punch list items as part of the certificate of Substantial Completion issued to the Contractor. The Architect shall create the list(s), present them to the Owner, incorporate Owner feedback, and compile all punch items for the contractor in a timely manner.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list(s) including and not limited to Architectural, Civil, Mechanical, Electrical, Structural, and Plumbing systems submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner ten (10) months following substantial completion, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 The Architect shall issue an As Constructed Record set of construction documents that will consist of the As Designed Record Sets of construction documents and Revit model with redlined changes from the General

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Contractor incorporated into the digital deliverables as defined in AIA G201 2013 Article 2.3 to the Owner upon final completion of the Project. The As Constructed Record documents shall reflect all digital changes made by the Architect between issuing the Bid Documents set and final completion as well as the General Contractor's redline changes. The Architect shall not be held responsible for field verification of the General Contractor's changes. The Architect's full set of deliverables during Construction Administration are defined in EXH-D Owner Requirements.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	

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§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional Services are Defined in EXH-A Project Charter.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs Deleted)

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

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(Paragraph Deleted)

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 1 (one) visits per week to the site by the Architect during construction

.3 2 (two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 1 (one) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements and stakeholder engagement requirements as defined in EXH-B Project Design Milestones & Deliverables.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided and defined in Article 2.

§ 5.8.1 Architect's responsibility in connection with the services of Owner's consultants, contractors, or design-build contractor shall be to coordinate Owner's consultants', contractors', or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors, or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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§ 5.16 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

§ 5.17 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

§ 5.18 The Owner shall provide Testing and Special Inspections.

§ 5.19 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the
(Paragraph Deleted)

systems.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor including escalation for phased work or market conditions, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget as defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by five percent (5%) by the lowest bona fide bid or negotiated proposal, the Owner shall

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.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 cooperate in revising the Project scope as required to reduce the estimated construction cost to an estimated cost within the Owner's budget. Costs or time incurred by the Architect to review the design to align with the Budget shall be borne entirely by the Architect.
.6 implement any other mutually acceptable alternative, which may include the Owner's decision to suspend the Project, in which case the Architect shall be paid for services actually rendered under this agreement.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect 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.

§ 7.2 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 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 Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) 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 Architect and its consultants 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 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect 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 as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, 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.

§ 8.1.3 The Architect 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 9.7.

§ 8.2 Mediation

§ 8.2.1 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 Architect's services, the Architect 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.

§ 8.2.2 The Owner and Architect 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 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.

§ 8.3.1.1 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.

§ 8.3.2 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.

§ 8.3.3 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.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 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).

§ 8.3.4.2 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable, quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

$0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

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Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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. A hazardous material or toxic substance is any material or substance that may be considered hazardous, toxic, or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or cleanup. For purposes of this agreement, the term hazardous material shall include and not be limited to asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi, or other similar microbial conditions.

§ 10.6.1 Owner agrees to defend, indemnify, and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, forfeitures, suits, and the costs and expenses arising from the discovery, presence, handling, removal, or disposal of, or exposure to hazardous materials or toxic substances (as defined in § 10.6), except to the extent that the presence of or exposure to hazardous materials or toxic substances result from the sole negligence or willful misconduct of the Architect.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such 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 such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Defined in EXH-A Project Charter

.2 Percentage Basis
(Insert percentage value)

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( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Defined in EXH-A Project Charter

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Defined in EXH-A Project Charter.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Defined in EXH-A Project Charter

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows and defined in EXH-B Project Design Milestones & Deliverables:

Schematic Design Phase		percent (		%)
Design Development Phase		percent (		%)
Construction Documents Phase		percent (		%)
Procurement Phase		percent (		%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Defined in EXH-A Project Charter

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Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants 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 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and 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;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

$0

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero ($ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect'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 Architect. The Architect shall send invoices directly to the Contract Representative named in paragraph 1.1.7.
(Insert rate of monthly or annual interest agreed upon.)

%

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon written request.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 The Architect and the Owner agree that the Project may be phased, include multiple bid packs (as few as one or as many as three) or require accelerated design deliverables to best meet the Owner's schedule of funding approvals and day one operations for building occupants. As a standard of working with the Owner the Architect agrees that additional compensation above fees for Basic Services and Additional Services as defined in EXH-A Project Charter will not be paid to the Architect to perform and deliver services within known parameters for the Project as defined in EXH-A Project Charter, EXH-B Project Design Milestones & Deliverables, and EXH-D Owner Requirements.

12.2 The Architect and the Owner agree to incorporate the Owner's feedback as defined ni EXH-D Owner Requirements. The Owner's written notice to proceed to the next design phase will not be granted without written receipt of required deliverables.

12.3 If the Owner elects to employ an accelerated, phased, or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and re-design portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions, or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability, and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the Project in a fast track manner. Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

12.4 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, other natural disasters; fires, riots, acts of terrorism, war, or other emergencies or acts of God.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 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

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.3 Exhibits: A-D as identified on page 1 of this agreement and named below

.4 AIA Document G201-2013 Project Digital Data Protocol Form

.5 AIA Document G202-2013 Project Building Information Modeling Protocol Form

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

EXH-A Project Charter
EXH-B Project Design Milestones & Deliverables
EXH-C Owner Insurance
EXH-D Owner Requirements

.6 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA Document A201-2017 General Conditions

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

OWNER (Signature)	**ARCHITECT** (Signature)
	Jay R. Pomeroy, Principal LA #23543
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Additions and Deletions Report for
AIA® Document B101® – 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 11:46:13 on 08/13/2025.

PAGE 1

AGREEMENT made as of the 08 day of August in the year 2025

...

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

...

Bolton & Menk, Inc.
3300 Fernbrook Lane, Suite 300
Plymouth, MN. 55447
(763) 544-7129

...

Joint MPS and MPRB Fastpitch Softball Facilities Improvements
1250 West Broadway Ave. Minneapolis, MN. 55411
MPS Project Number 26MULTI004

...

The standards of professional services are set forth in this document and schedule of exhibits as follows:

...

EXH-A Project Charter

...

EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

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EXH-D Owner Requirements

PAGE 2

TABLE OF ARTICLES

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

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Defined in EXH-A Project Charter

PAGE 3

Defined in EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables

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Defined in EXH-A Project Charter

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Defined in EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter

...

Sustainable Design solutions which optimize or promote improved energy efficiency, occupant well-being, comfort, health, and improved long-term maintenance serviceability as standard to LEED rating system and B3 requirements are valued. Owner will not pursue LEED certification or complete B3 compliance. The Architect is not required to provide additional services for Sustainable Design.

...

Kanjana Foster, Project Manager

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Minneapolis, MN. 55411
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(612) 987-9361
mpschools.org

PAGE 4

Commissioning Agent, Geotechnical Engineer, Special Inspections, Hazardous Materials Abatement, Special Testing, and Investigative Analysis

...

Jay Pomeroy, PLA
3300 Fernbrook Ln North, Suite 300
Plymouth, MN. 55447
jay.pomeroy@bolton-menk.com
(763) 363-0134
www.Boton-Menk.com

...

§ 1.1.11 The Architect shall retain the consultants identified in ~~Sections 1.1.11.1 and 1.1.11.2:~~EXH-A Project Charter.

...

~~*(List name, legal status, address, and other contact information.)*~~

...

~~**§ 1.1.11.1** Consultants retained under Basic Services:~~

...

~~**.1** Structural Engineer:~~

...

~~**.2** Mechanical Engineer:~~

...

~~**.3** Electrical Engineer:~~

...

~~**§ 1.1.11.2** Consultants retained under Supplemental Services:~~

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...

Professional Consultant Team as defined in EXH-A Project Charter

...

§ 1.3 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.

...

§ 1.3.1 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.

PAGE 5

§ 2.5 The Architect shall maintain ~~the following insurance until termination of this Agreement.~~ insurance as defined in EXH-C Owner Insurance until termination of this Agreement and for the period of the statutes of repose set forth in Minnesota Statute 541.051, so long as such insurance is commercially available and reasonably affordable. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

...

§ 2.5.1 Commercial General Liability with policy limits ~~of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~as defined in EXH-C Owner Insurance.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect 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.

...

§ 2.5.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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. Defined in EXH-C Owner Insurance.

...

§ 2.5.4 Workers' Compensation at statutory limits. Defined in EXH-C Owner Insurance.

...

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

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...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits ~~of not less than ($) per claim and ($) in the aggregate.~~as defined in EXH-C Owner Insurance.

...

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's Basic Services are defined in EXH-B Project Design Milestones & Deliverables.

PAGE 6

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt (within 7-10 business days of discovery) written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect is encouraged to provide prompt written notice to the Owner within this timeframe; it is most critical during the construction administration phase.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial ~~Information.~~ Information and defined in EXH-B Project Design Milestones & Deliverables. 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 Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and ~~entities.~~entities and initiate governmental planning review processes as defined in EXH-B Project Design Milestones & Deliverables.

...

§ 3.1.7 The Architect shall fully cooperate and coordinate with the Owner and its hired Commissioning Agent during all phases of design, construction, and commissioning to achieve the Project's final completion and full systems operability and ongoing use per the approved final design. The Architect is responsible for the duration of the contract to provide adequate support to its sub-consultants who provide services integral to commissioning.

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...

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility to communicate the project design and construction to the school community, school neighbors, and neighborhood associations.

...

§ 3.1.9 The Owner shall provide available historical building documentation and the Architect shall field verify building elements as a basis for design. Additional design fees and reimbursable expenses incurred by the Architect related to remedying or addressing incorrectly identified building elements following the Architect's completion of field verification shall be borne solely by the Architect. Field verification shall include (1) field measurements of readily visible elements, (2) removing and replacing lay-in ceiling tiles, and (3) opening and closing access panels. The Architect is encouraged to identify areas that are not readily visible and merit further destructive testing that may include (1) drilling holes to use a scope camera to see inside a wall, (2) cutting small holes to identify sub surface conditions, or (3) moving non-functioning equipment to facilitate investigation. The Owner will perform any requested destructive testing. The Architect is responsible for field verification for the portion of the building within the scope of services. Field verification and destructive testing shall not be required for portions of the building or building systems that are not within the scope of services as defined in AIA G202-2013 Article

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3.3.

PAGE 7

§ 3.2 Schematic Design Phase Services

...

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables, AIA contracts G201-2013, G202-2013, and E203-2013.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner, and request the Owner's approval.~~Owner as defined in EXH-B Design Milestones & Deliverables, and request the Owner's approval before proceeding with Design Development Documents as defined in EXH-B Design Milestones & Deliverables.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

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electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables and AIA contracts G201-2013, G202-2013, and E203-2013.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the ~~Work, and request the Owner's approval.~~Work as defined in EXH-B Project Design Milestones & Deliverables, and request the Owner's approval before proceeding with Construction Documents as defined in EXH-B Design Milestones & Deliverables.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall submit construction documents which are estimated to bid within 5% of the budgeted construction cost. The Cost of Work submittal is defined in EXH-B Project Design Milestones & Deliverables.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsible and responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; ~~and,~~ (4) awarding and preparing contracts for ~~construction.~~construction; and, (5) Any review of bid anomalies or irregularities requiring legal review shall be provided by the Owner.

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service,~~ shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

PAGE 9

§ 3.6.1.2 The Architect shall ~~advise~~ advise, lead, and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent ~~acts~~ acts, errors, or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

...

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and the Owner's written notice to proceed to Construction Administration and terminates on the date the Architect ~~issues the~~ authorizes the Contractor's final Certificate for Payment.

...

§ 3.6.2.2 The Architect has the authority and obligation to reject Work that does not conform to the Contract ~~Documents.~~ Documents unless the Owner accepts non-conforming work in writing after consulting with the Architect. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents,

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whether or not the Work is fabricated, installed or completed. However, neither this authority and obligation 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.

...

§ 3.6.2.3 The Architect shall 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 shall be made in writing within ~~any time limits agreed upon~~ five business days of requests or otherwise with reasonable promptness.

PAGE 10

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent documented tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information, and belief. No judgement is made by the Architect as to the value of the Work or the value of uncompleted Work.

...

§ 3.6.4.2 The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

PAGE 11

.3 forward to the Owner, for the Owner's review and records, written warranties including a warranty schedule of major building systems and warranty expiration dates, and related documents required by the Contract Documents and received from the Contractor; and,

...

.5 The Architect shall produce punch list items as part of the certificate of Substantial Completion issued to the Contractor. The Architect shall create the list(s), present them to the Owner, incorporate Owner feedback, and compile all punch items for the contractor in a timely

...

manner.

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...

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the ~~list~~ list(s) including and not limited to Architectural, Civil, Mechanical, Electrical, Structural, and Plumbing systems submitted by the Contractor of Work to be completed or corrected.

...

§ 3.6.6.5 Upon request of the ~~Owner,~~ Owner ten (10) months following substantial completion, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

PAGE 12

§ 3.6.6.6 The Architect shall issue an As Constructed Record set of construction documents that will consist of the As Designed Record Sets of construction documents and Revit model with redlined changes from the General Contractor incorporated into the digital deliverables as defined in AIA G201 2013 Article 2.3 to the Owner upon final completion of the Project. The As Constructed Record documents shall reflect all digital changes made by the Architect between issuing the Bid Documents set and final completion as well as the General Contractor's redline changes. The Architect shall not be held responsible for field verification of the General Contractor's changes. The Architect's full set of deliverables during Construction Administration are defined in EXH-D Owner Requirements.

PAGE 13

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional Services are Defined in EXH-A Project Charter.

...

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are ~~either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)~~ contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

...

~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~

...

~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

...

~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~

...

~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~

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~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~

...

.1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 1 (one) visits per week to the site by the Architect during construction

...

.3 2 (two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 1 (one) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site ~~requirements.~~requirements and stakeholder engagement requirements as defined in EXH-B Project Design Milestones & Deliverables.

PAGE 15

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work ~~provided.~~provided and defined in Article 2.

...

§ 5.8.1 Architect's responsibility in connection with the services of Owner's consultants, contractors, or design-build contractor shall be to coordinate Owner's consultants', contractors', or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors, or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

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§ 5.16 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

...

§ 5.17 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

...

§ 5.18 The Owner shall provide Testing and Special Inspections.

...

§ 5.19 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the

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~~ARTICLE~~

...

systems.

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ARTICLE 6 COST OF THE WORK

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§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of ~~labor,~~ labor including escalation for phased work or market conditions, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

...

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's ~~budget.~~ budget as defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the

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Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~ may be adjusted to reflect changes in the general level of prices in the applicable construction market.

...

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by five percent (5%) by the lowest bona fide bid or negotiated proposal, the Owner shall

PAGE 17

.5 cooperate in revising the Project scope as required to reduce the estimated construction cost to an estimated cost within the Owner's budget. Costs or time incurred by the Architect to review the design to align with the Budget shall be borne entirely by the Architect.

...

~~implement any other mutually acceptable alternative.~~.6 implement any other mutually acceptable alternative, which may include the Owner's decision to suspend the Project, in which case the Architect shall be paid for services actually rendered under this agreement.

...

§ 7.4 ~~Except for the licenses granted in this Article 7, 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 Architect.~~ Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 19

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable, quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

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§ 10.6 Unless otherwise required in this Agreement, the Architect 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. A hazardous material or toxic substance is any material or substance that may be considered hazardous, toxic, or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or cleanup. For purposes of this agreement, the term hazardous material shall include and not be limited to asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi, or other similar microbial conditions.

...

§ 10.6.1 Owner agrees to defend, indemnify, and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, forfeitures, suits, and the costs and expenses arising from the discovery, presence, handling, removal, or disposal of, or exposure to hazardous materials or toxic substances (as defined in §

...

10.6), except to the extent that the presence of or exposure to hazardous materials or toxic substances result from the sole negligence or willful misconduct of the Architect.

...

Defined in EXH-A Project Charter

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Defined in EXH-A Project Charter

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Defined in EXH-A Project Charter.

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Defined in EXH-A Project Charter

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as ~~follows:~~follows and defined in EXH-B Project Design Milestones & Deliverables:

...

Defined in EXH-A Project Charter

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

...

$0

...

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero ($ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect'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 Architect. The Architect shall send invoices directly to the Contract Representative named in paragraph 1.1.7.

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§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner ~~at mutually convenient times.~~upon written request.

...

12.1 The Architect and the Owner agree that the Project may be phased, include multiple bid packs (as few as one or as many as three) or require accelerated design deliverables to best meet the Owner's schedule of funding approvals and day one operations for building occupants. As a standard of working with the Owner the Architect agrees that additional compensation above fees for Basic Services and Additional Services as defined in EXH-A Project Charter will not be paid to the Architect to perform and deliver services within known parameters for the Project as defined in EXH-A Project Charter, EXH-B Project Design Milestones & Deliverables, and EXH-D Owner Requirements.

12.2 The Architect and the Owner agree to incorporate the Owner's feedback as defined ni EXH-D Owner Requirements. The Owner's written notice to proceed to the next design phase will not be granted without written receipt of required deliverables.

12.3 If the Owner elects to employ an accelerated, phased, or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and re-design portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions, or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability, and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the

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negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the Project in a fast track manner. Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

12.4 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, other natural disasters; fires, riots, acts of terrorism, war, or other emergencies or acts of God.

...

.2 AIA Document E203™–2013, Building Information Modeling ~~Exhibit, if completed:~~and Digital Data Exhibit, dated as indicated below:

...

(Insert the date of the E203-2013 incorporated into this agreement.)

...

January 31, 2020

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.3 Exhibits: A-D as identified on page 1 of this agreement and named below

...

.4 AIA Document G201-2013 Project Digital Data Protocol Form

...

.5 AIA Document G202-2013 Project Building Information Modeling Protocol Form

...

[X] Other Exhibits incorporated into this Agreement:

...

EXH-A Project Charter

...

EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

...

EXH-D Owner Requirements

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...

~~.4~~ .6 Other documents:

...

AIA Document A201-2017 General Conditions

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jibriil Yusuf, 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 11:46:13 on 08/13/2025 under Order No. 20250112486 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Manager, Planning, Design, & Construction

(Title)

08/13/2025

(Dated)

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EXHIBIT A - Project Charter

Project Identification, Intent, and Scope

Re: MPS Project Number: FY26MULTI004
MPS Project Name: FY26 Joint MPS and MPRB Fastpitch Softball Facilities Improvements

Project Intent

Upgrade MPS and MPRB fastpitch softball field facilities to have premier high school level softball fields, and to meet Title IX requirements.

Project Summary

Project Delivery Method: Design-Bid-Build
Project Construction Budget Estimate: $2,400,000
Construction Substantial Completion: September 2026

Scope/Budget Context

Professional services related to the fastpitch softball facilities improvements related to Minneapolis Public Schools' Title IX compliance. Softball field improvements will be undertaken at MPRB Parks: Jackson Square, Creekview and Todd. Bolton & Menk, Inc. (BMI) understands our consulting services will include landscape architecture, civil engineering, and electrical engineering in support and provision of Schematic Design, Design Development, Construction (Bid) Documents, Bidding and Construction Observation services for the conversion, upgrade or reconstruction of three existing lower-level softball fields to 'premier' high school-level softball fields

Project Schedule

Project Phase	Suggested Completion Date
BOE Design Contract Approval	September 2025
Schematic Design Completion	October 2025
Stakeholder Review, Steering Committee Review, QAQC Review	November 2025
Design Development Completion	November 2025
Cost Estimate #1	October 2025
Construction Documents	January 2026
Cost Estimate #2	December 2025
Stakeholder Review, Steering Committee Review, QAQC Review	December 2025
Bid Documents Issued	February 2026
Pre-Bid Meeting	February 2026
Addendum #1 Issued	February 2026
Bid Due Date	March 2026
BOE Construction Contract Approval	April 2026
Pre-Construction Activities	April 2026

Construction start	May 2026
Construction substantial completion	September 2026
Construction final completion	May 2027
Warranty period ends (one year)	May 2028

Project Staff

The following MPS staff are anticipated to serve on the **Steering Team**

Kanjana Foster	Project Manager – Capital Planning, Construction, and Maintenance (PDC)
Ty Thompson	Deputy Superintendent
Tom Parent	Senior Operations Officer
Antony Fischer	Director, District Athletics
Daniel Goemann	District Master Planner

The following MPS staff are anticipated to serve on the **Trades QAQC Team**

Kanjana Foster	Project Manager – Capital Planning, Construction, and Maintenance (CPCM)
Jeffery Lodin	Carpenter, General Foreman
Brian Fritch	Carpenter. QAQC
Jason Kohnen	DDC Tech – QAQC Programmer
Justin Greif	Electrical, QAQC, General Foreman
Dan Skeie	Pipefitters, QAQC
James Rajala	Plumbing, QAQC
Troy Eiklenborg	Sheetmetal, QAQC
Matt Rozowski	Roofing, General Foreman
Jason Lindstrom	Sprinkler, General Foreman
Joseph Scull	KFI Engineers, Sprinkler QAQC
Jason Worwa	Enterprise IT Dept
Galiena Boyajian	IT - Communications
Brandon Frasier	True North Consulting

Project Communications

Consultant and District representative will coordinate the development and implementation of a project communications plan, including:

Communication
Meetings with Steering Team
Meetings with Stakeholder Team
Presentations to Community Groups if needed
Project web page updates
Project e-updates
Updates for elected representatives
Updates for families and staff
Updates for neighborhood
Construction signage
Board of Education updates

Project Budget

TOTAL PROJECT BUDGET estimate (inclusive of fees and soft costs): **$2,840,000**
Includes architectural and engineering services (mechanical, electrical, civil, structural), site survey, geotechnical exploration (soil borings), all construction costs, construction testing, special inspections and testing, fixtures, furniture & equipment, hazardous materials testing and removal, contingency, QAQC, MPS Operations, etc.

Consultant's Fee, Hourly Rates, and Reimbursable Expenses

Compensation for Project Services as defined herein is a fixed fee of $191,500. Basic Design Services will be allocated to the phases of work as defined in EXH-B Project Design Milestones & Deliverables.

BOLTON & MENK
Real People. Real Solutions.

3300 Fernbrook Lane
Suite 300
Plymouth, MN 55447

Ph: (763) 544-7129
Bolton-Menk.com

August 12, 2025

Ms. Kanjana Foster, Project Manager
Planning, Design, and Construction
Minneapolis Public Schools
1250 W Broadway
Minneapolis, MN 55411

Email: kanjana.foster@mpls.k12.mn.us

Re: Proposal for Professional Services
Minneapolis Schools – Softball Field Improvements
Jackson Square, Creekview & Todd Parks (MPRB)

Dear Ms. Foster,

We are pleased to provide this proposal for professional services related to the fastpitch softball facilities improvements related to Minneapolis Public Schools' Title IX compliance. Softball field improvements will be undertaken at MPRB Parks: Jackson Square, Creekview and Todd.

Bolton & Menk, Inc. (BMI) understands our consulting services will include landscape architecture, civil engineering, and electrical engineering in support and provision of Schematic Design, Design Development, Construction (Bid) Documents, Bidding and Construction Observation services for the conversion, upgrade or reconstruction of three existing lower-level softball fields to 'premier' high school-level softball fields generally including:

- Natural grass outfield / Aglime infield
  - Prescribed topsoil (if budgeted)
  - Clay pitcher's area and batter's boxes
  - Irrigation
  - Subsurface drainage system
  - Stormwater and storm sewer improvements, as needed.
- Dugouts
  - at-grade, accessible with protective fence, roof, and player benches
- Sports Field Lighting
- Chain link or netted backstops
- Sideline and outfield fencing
- Foul poles
- Bull pens
- Batting cages
- Scoreboard
- Paved, accessible spectator area and concrete slab for portable bleachers

A. ANTICIPATED PROJECT APPROACH

We, BMI, propose to provide design and engineering services as well as geotechnical engineering, as follows:

1. **Data Collection and Site Investigation**
    a. Obtain topographic and boundary survey of the 3 project sites.
        i. We understand survey work has been accomplished and that MPRB has provided survey data, in AutoCAD form, to MPS. We will utilize the survey information as the basis and background for the proposed improvements.
    b. Obtain soil boring data with analysis and report on structural capabilities of soils to support the proposed sports lighting, scoreboard, and related ball field improvements.
        i. A cost of $28,300 is included in our fee for a third-party geotechnical company to complete soil borings and geotechnical reporting.
    c. Visit the 3 project sites to identify constraints/ opportunities which may affect the proposed improvements.
    d. Prepare Pre-Design Development Plans for the 3 softball fields.
    e. Prepare Opinion of Probable Construction Cost Estimates for the 3 softball fields.

2. **Preliminary Engineering and Schematic Design (SD)**
    a. Meet with School District, MPRB and softball associations to obtain input on design of the softball facilities, and to establish and refine the preliminary program for improvements.
    b. Collect feedback and begin development of the Schematic Design (SD) Plans
    c. Meet with School District and MPRB personnel to determine design and construction permit requirements, including submittal deadlines.
    d. Explore and consider design options which may affect project scope and budget.
    e. Prepare Schematic Design Plans to provide a general overview of the scope of work planned for each project site, including Opinion of Probable Construction Cost.

3. **Design Development (DD)**
    a. Prepare Design Development plans based on Owner input and incorporating design requirements set forth in previous SD phase.
    b. Refine and develop working plans from SD Phase and develop the following sheets for each softball field, depending on approved scope and budget:
        i. Site Removals and Demolition Plan
        ii. Site Geometric, Fencing and Finishing Plan
        iii. Grading and Drainage Plan
        iv. Utility Plan and Stormwater Management (SWPPP) Plan
        v. Construction Details
        vi. Field Lighting and Preliminary Site Electrical Plan(s)
    c. Submit Design Development plans to School District and MPRB for preliminary review and approval, as required.
    d. Refine Opinion of Probable Construction Costs.

e. Submit Design Development plans to the Owner and obtain approval to proceed to Construction Documents phase.

4. **Construction Documents (CD)**
   a. Prepare Construction Documents based on approved Design Development plans, including working drawings and technical specifications.
      i. Based on discussions, we anticipate 2 separate Bid Packages:
         1. Softball Improvements at Jackson Square and Creekview Parks
         2. Softball Improvements at Todd Park
   b. Plans may include the following sheets for each softball field, depending on approved scope and budget:
      i. Site demolition and removals plan
      ii. Site geometric plan
      iii. Site finishing plan
      iv. Grading and drainage plan
      v. Utility plan for storm sewer and drain tile
      vi. Erosion control/SWPPP plans
      vii. Landscaping plan
      viii. Irrigation plan
      ix. Site-related detail sheets
      x. Field lighting plans and detail sheets
   c. Assist School District in preparing Bidding documents.
   d. Submit documents to Owner for review and approval for bidding.

5. **Bidding**
   a. Again, based on discussions, we anticipate 2 separate Bid Packages:
      1. Softball Improvements at Jackson Square and Creekview Parks
      2. Softball Improvements at Todd Park
   b. Prepare Advertisement for bids for the Owner to submit to the local legal publication.
   c. Prepare addenda during the bidding phase.
   d. Answer questions to assist contractors in their bidding.
   e. Analyze bids and make recommendations to Owner.

6. **Contract Administration and Construction Observation (CA)**
   a. Prepare and issue Notice to Proceed to the successful bidder(s).
   b. Conduct pre-construction conferences and construction meetings.
   c. Organize and provide minutes from meetings.
   d. Make periodic site observations, typically on a weekly basis.
   e. Provide interpretation of Contract Documents, as required.
   f. Review testing reports prepared by others for construction-related testing.
   g. Recommend approval or rejection of requests for substitution.
   h. Certify Contractor's requests for payment.
   i. Make pre-final and final inspection with Owner and Contractor at the completion of all site work.
   j. Provide follow-up review of completed punch list items.
   k. Prepare Substantial Completion Documents.

B. Project Schedule

Bolton & Menk staff members are available immediately to work with you on this project. We understand it is the intent of Minneapolis Schools and MPRB to accomplish design work this Summer/ Fall to support Bidding this Winter and construction during the Summer months of 2026. Ultimately, play on the upgraded or reconstructed fields is needed and, therefore, targeted for Spring 2027.

Considering the above, we anticipate the following project schedule:

DESIGN

Authorize professional services	Early- September 2025
Data Collection and Site Investigation	September 2025
Preliminary Engineering/ Schematic Design (SD)	Early- October 2025
Design Development Plans and Costs	October - November 2025
Develop 50% CD plans, meet with Owner	Late- December 2025
Complete Bid Documents, review with Owner	Late-January 2026
Advertising for Bids	Mid- February 2026
Bid Opening	Early- March 2026
Board Meeting to approve bid	Late- March 2026

CONSTRUCTION

Notice to Proceed	April 2026
Construction Start	May/ June 2026
Substantial Completion	Mid- September 2026
Final Completion, including grass establishment	Spring 2027

C. Professional Fees

As noted above, Item A.1, we propose to provide Data Collection and Site Investigation, including 3rd party soil boring and geotechnical reporting, for the 3 project sites.

Lump Sum Fee: $28,300.

We propose to provide the services described herein - Items A.2 through 5 - for a lump sum fee of $163,200, which is ~6.8% of the current estimated construction cost of ~$2,400,000.

Phase breakdown of fee (for invoicing purposes):

Design Services:

Schematic Design (SD)	$ 19,600.
Design Development (DD)	$ 33,600.
Construction Documents (CD)	$ 65,300.
Bidding	$ 8,200.
Construction Administration (CA)	$ 37,500.
	$163,200.

Total Proposed Fee:	**$191,500.**

2025 Fee Schedule

If additional services are requested of Bolton & Menk, Inc. which go beyond or are outside of the services described herein, we can either provide an amended proposal or invoice at the hourly rates described below. These rates include labor, general business, and other normal and customary expenses associated with operating a professional business.

Unless otherwise stated or described, the above fee includes vehicle and personal expenses, mileage, telephone, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

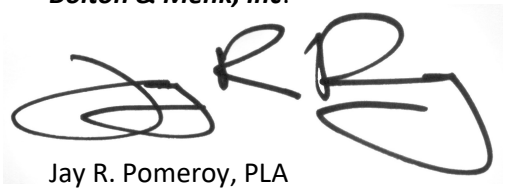
Classification	Hourly Billing Rate
Senior Landscape Architect	$160-268
Landscape Architect	$148-176
Landscape Designer	$98-196
Senior Project Engineer	$160-215
Project Engineer	$145-215
Senior Electrical Engineer/ Project Manager	$155-175
Design Engineer	$125-196
Electrical Engineer	$120-140
Technician	$75-182
Administrative/Corporate Specialists	$68-175

As important as it is to highlight the services included in our proposal, it is equally important to clarify site-related services not included in this proposal; these services are as follows:

- wetland delineation
- construction testing services
- project as-built document preparation
- construction staking
- construction document printing
- discovery, testing, monitoring, clean-up or neutralization of pollutants, mold, mildew, and other hazardous substances
- architectural services.

Kanjana, we trust we have described the services you desire. Please let me know if you have any questions or need anything else!

Sincerely,
Bolton & Menk, Inc.



Jay R. Pomeroy, PLA

Exhibit B – Project Design Milestones & Deliverables

Project Design Milestones

Architect Responsibilities		Owner Responsibilities
Fully Executed Contract	0%	
	1%	Project Steering Team Kickoff
	5%	QAQC #1 Existing Conditions
	10%	Project Stakeholder Team Kickoff
Three Design Options Delivered	15%	
City Planning Processes initiated	20%	Commissioning Provider Kickoff
Schematic Design Report Delivered	25%	
	35%	MEP Systems Decisions Made
Design Development Report Delivered	50%	All major scope items have final decisions
	75%	QAQC #3 Two Week Comprehensive Design Review
Construction Document Report Delivered	80%	
Procurement Begins	90%	
	95%	
Bid Period Ends	99%	
	100%	Fully Executed Construction Contract

Design Milestones

0% Complete – Fully executed architectural contract

Once the Design team has a fully executed contract, work may commence. The Architect is required to download a new copy of the Minneapolis Public Schools (MPS) Master Specifications at this time. Previous project specifications shall not be used as a template for new projects. All changes to MPS Master Specifications will be recorded with track changes, with additions and deletions clearly identified at each Design Report Phase. The Architect shall utilize the MPS Design Guidelines in the development of the Work. Deviations from design guidelines shall be documented and sent to the Owner for Approval. The Architect shall conform to the MPS Revit and Drafting Standards including MPS sheet numbering conventions and begin the Work with the MPS Revit template provided by the Owner.

1% Complete – Project Steering Team Kickoff Meeting

The Owner will schedule the first meeting of the Project Steering Team, a team that discusses project scope, schedule, and budget and makes recommendations to the Owner. This team needs to meet at the onset of the project to provide background and input for the design team. The meeting will be in person and will have an agenda prepared by the Owner's Project Manager that includes:

1. Welcome and Introductions
2. Team roles and responsibilities
3. Communication protocol and confidentiality agreement
4. Project Overview
5. Next Steps

The Architect is expected to provide a presentation, a clear ask of the group, and any available graphics that can describe the scope of work to the team. Graphics at this stage may include aerial photographs, photographs of the building and site, massing models if available, or rudimentary renderings if available. Any graphics that were included in the RFP may be used to describe the scope of work. The Owner will present the most recent list of maintenance requirements that should be incorporated into the project. Generally, the maintenance needed matches the project budget detail. However, on occasion, the maintenance required for the project may change to accommodate the most needed items.

5% Complete – Quality Assurance / Quality Control (QAQC) #1 – Existing Conditions Meeting

The Owner will coordinate a meeting with the Architect and the Owner's QAQC team. The purpose of the meeting is to:

1. Introduce the design team to the QAQC team
2. Allow the QAQC team an opportunity to present important existing conditions to the Architect
3. Inform the Architect of any work that has been performed during pre-planning of the project and can be removed from scope.
4. Document all presented conditions for future reference whether they are included in the budget provided by the Owner at project kickoff or if they are outside the scope of the Work.
5. Identify known deficiencies in the building that are identified in the budget provided by the Owner at project kickoff.
6. Provide the Owner an opportunity to present deficiencies not identified in the budget that should be considered as part of the Work.

The Architect is expected to provide:

- Sign in sheet
- One person whose sole role at the meeting is to document the conversation and take photographs as needed
- Minutes that capture all presented conditions and general discussions during the meeting.
- If multiple component meetings are conducted (e.g. mechanical, electrical, plumbing) the Architect shall assign a person to each team to document the review.

10% Complete – Project Stakeholder Team Kickoff Meeting

The Owner will identify members of the Project Stakeholder team and schedule a meeting with the Architect. The Architect is expected to present preliminary information on the project that includes scope, schedule, and budget. The Architect shall provide graphics that are easy to interpret for a non-technical audience such as 3-D views, renderings, photographs, or video fly throughs.

15% Complete - Three Options Delivered

The Architect will deliver at least three options to illustrate proposed solutions that will be presented to the Steering Team. All three options must be within the budget provided by the Owner at project kickoff and address programmatic and maintenance goals of the Work. The goal of the meeting is to present options to the Steering Team and ask for recommendations to proceed with design. The Architect is responsible for providing:

- Images that depict the scope options in 3-D formats. Acceptable formats are:
    - Greyscale camera views from Revit
    - Video flythrough
    - perspectives
- Color-coded floor plan that clearly describes scope of work and any associated programmatic moves within the building.
- A table summary of preliminary costs broken into categories of maintenance and new items
- A meeting agenda
- A digital presentation as well as paper handouts
- Minutes

Estimates of expected costs at this stage shall be AACE International Class 4 levels. The cost estimate shall clearly show the expected accuracy range and provide sufficient detail and reference to determine the source and scope of the information. The estimate shall also identify potential risks to the project and estimated costs and mitigation strategies for further refinement.

20% Complete – City planning processes started

It is expected that projects with additions in excess of 2,500 sf or those that disturb more than one acre of land to take 10 to 12 weeks to complete the City of Minneapolis Planning Process. As soon as the Architect has:

- A survey, even in draft form
- A preliminary understand of how big and where any addition(s) will be
- Elevations or camera views from Revit
- Site plan, even in draft form

The Architect shall have an initial meeting with the Planning Department at the City of Minneapolis to discuss initial feedback related to site improvements and storm water conditions on the site. The architect shall

invite the Owner's Project Manager to the meeting. As soon as is practicable after the meeting, the Architect shall complete the online application to begin the PDR, LUA, CUP, and variance processes. The Architect shall develop meeting minutes for all meetings with the City. The meeting minutes shall be sent to all parties in attendance for verification of items discussed and to the Owner's Project Manager.

20% Complete – Commissioning Agent kickoff

The Owner will hire a Commissioning Agent for most projects. The Commissioning Agent will be responsible for design review and input throughout the project. The Architect will incorporate the Commissioning Agent comments upon review and approval by the Owner's Project Manager.

25% Complete – Schematic Design (SD) Report, Cost Estimate 1, Constructability Review 1, EDA preliminary report

The Architect will deliver the Schematic Design (SD) report to the Owner for review. The SD Report will be used to make final scope determinations, select mechanical options, and determine if the project is on budget and on schedule. The Owner will use Bluebeam software to compile Owner comments to return to the Architect. The Architect will identify any non-standard equipment or processes in this report for Owner approval. SD report shall include:

- All drawings created for the project to date. This shall include a complete title page that indicates all potential drawings that will form the Construction Drawings. All drawings shall be bookmarked in Bluebeam by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.
- MEP narratives
- Cost Estimate #1 that contains cost information for up to three mechanical options and up to two architectural variations that meet program needs. The cost estimate shall be an AACE International Class 3 estimate. The estimate shall provide enough detail to determine the major cost drivers for the project and adequate to understand the scope of the project. The cost estimate shall detail the level of accuracy and provide a narrative on the contingency value used and why. Where appropriate the maintenance items that are not part of the improvement items shall be detailed in the cost estimate
- Constructability Review #1
- Preliminary EDA report (not all projects should participate in EDA)
- All meeting minutes to date
- Survey
- City Planning Documentation
- Revit file archived at delivery of SD report

SD report must be in 8 ½ x 11 format with tabs. It must be delivered digitally as a PDF. The table of contents should read:

1. Project Background
    a. Executive Summary
    b. Project Goals
    c. Program goals
    d. Project Scope
    e. Preliminary Project Schedule showing both design, bidding and construction schedules
2. Existing Conditions
    a. Survey
    b. Site Plan
    c. Code Reviews

    d. Revit Camera Views or renderings
3. Design Options
    a. Architectural
    b. Mechanical
    c. Electrical
    d. Plumbing
    e. Food Service (if applicable), etc.
    f. Maintenance items identified in the 5% meeting.
4. Cost Estimate
    a. Project Budget breakdown for consultant services
    b. Cost Estimate. AACE International Class 3
    c. Constructability Review. List all risks and any unknown complexities.
5. EDA report (if applicable)
6. Minutes

35% Complete – MEP decisions Made

The Owner is committed to making any major MEP decisions such as choosing system types at this stage in order to allow the Architect to progress with drawings, designs and specifications. Documentation of decisions shall be provided in meeting minutes.

50% Complete – Design Development (DD) report, Cost Estimate 2, Constructability Review 2, Final EDA report

The Owner is committed to making design decisions early to have a robust submittal at this phase for review. For the DD Report, the Architect shall provide:

- Enough detail completed in at least one portion of the building (or major component of the project), to produce detail sheets, an idea of design intent with mechanical systems, and architectural decisions that indicate a final configuration.
- Specification sections that represent all or nearly all sections to be included in construction documents
- All drawings needed for a Construction Document shall be identified and in order.
- All drawings shall be bookmarked in Bluebeam by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.

DD report shall contain:

- Digital (PDF) drawings, and digital (MS Word) copy of the specification.
- All drawing sheets that will be included in the final set, even if they are blank,.
- Diagrammatic layouts of building systems
- Draft specification that contains all divisions, even if they are blank
- Cost estimate #2 in organized by major CSI division for construction items and detailed non-construction items. The cost estimate shall be an AACE International Class 3 estimate that shows the accuracy range of each item and the total.
- Constructability review #2
- Final EDA report (if applicable)
- Update on City of Minneapolis planning progress (if applicable)
- Revit file archived at delivery of DD report and delivered to the Owner

The Architect shall deliver one electronic copy to the Owner.

50% Complete – All major scope items have final decisions

The Owner will make final decisions on all major scope items to allow the Architect to create detailed drawings for the next review. The deliverable from the Owner to the Architect will be written confirmation of scope decisions.

75% Complete – QAQC #3 – Two Week Comprehensive Design Review

The Architect will prepare complete and detailed drawings and specifications for review by the Owner. The 75% set of drawings shall have 75% of all the drawings completed to 100%. All drawings in the Construction drawing set shall be identified on the index page. Detail numbering and references shown in the 75% drawings cannot be changed. Specifications shall be provided such that all specifications are identified and 75% of the specifications are in final form. All changes to the MPS Master Specifications shall be clearly shown using track changes. New specifications that are not part of the MPS Master Specifications shall be identified. Specifications shall be provided in an MS Word format for review. Drawings shall be provided in a PDF format for review. Comments to specifications will be made using track changes. Comments to drawings will be made in Bluebeam. The Architect shall document all comments and either incorporate them into the documents or provide an issue resolution document that details the comment and resolution and reasons not to include the change in the Construction Document. The Owner will compile comments and return them to the Architect following a two-week review period. Documentation shall include all elements required to accurately describe the work. The Architect shall maintain the 75% review set for reference. The Architect shall provide the Owner with a list of unresolved comments/changes at the 90% review stage. The Owner and Architect shall document any unresolved item not included in the final project set and place that in the file.

80% Complete – Construction Document (CD) report, Cost Estimate #3, Constructability Review #3

Construction Document (CD) report is the basis for a final quality control check by the Owner. The drawings shall be complete. Cost estimates shall be at the AACE International Class 2 level with documented levels of accuracy for each item. The estimate shall include any risks, contingencies, exceptions and sources. Expected accuracy for each item is -10% to +20% or better. An estimate simulation shall be completed showing the outcome of various scenarios inside of the accuracy range. The final cost estimate shall not contain any amount for design contingency. At a minimum, 5% of the budget shall be represented in add alternates. Deliverables will include:

- Electronic (PDF) drawing set, electronic (MS Word) of the specification. Both shall be indexed for ease of review.
- Digital versions of all documentation. Drawings shall be in PDF and REVIT.
- All drawings shall be bookmarked in Bluebeam by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.
- Specifications shall be in MS Word format.
- Correspondence relevant to City of Minneapolis Planning processes or Plan Review processes
- All drawing sheets that will be included in the final set.
- Egress plan for construction zones while building is occupied
- Diagrammatic layouts of building systems
- Draft specification that contains all divisions
- No major changes in design intent or scope can occur between DD and CD report

- cost Estimate #3 organized by CSI division for construction items and detailed non-construction items at Class 2 level
- Constructability Review narrative
- Revit file archived at delivery of CD report

The Owner will require two weeks to review the documents to ensure completeness and accuracy. Architect shall incorporate Owner comments into the final construction documents prior to issuing the set for bid release.

90% Complete – Procurement Begins

100% Construction Documentation set is released for public bid. Architect will coordinate with Owner to set a date for the mandatory pre-bid meeting, publicize bid release, and produce a call for bids. Owner will approve all addenda issued during the procurement process and will have adequate time to review any major changes issued via addenda. The Architect is expected to attend the pre-bid meeting and provide responses to questions, issue addendums and document changes to designs, specifications and contract documents.

95% Complete

This is considered as the bid opening. All addenda have been issued and questions responded to. The bid opening shall be attended by the Architect. The Architect shall provide a review of the apparent low bid and a written recommendation of award to the Owner. If the apparent low bid exceeds the cost estimate provided by the Architect, a detailed review and analysis shall be conducted by the Architect to determine the areas that caused the over bid. The Architect shall also make a written recommendation to accept or deny the add alternates in the bid document.

100% Complete – Fully executed contract between Owner and General Contractor

The Architect shall submit to the Owner the Revit file containing the Construction drawings, the specifications in an MS Word format and any addenda issued in an MS Word format. The architect shall prepare the contract documents for award of the contract using Owner provided forms, issue the notice of award to the Contractor and collect the payment and performance bonds, insurance, letter of assent and other documents. Once executed by the Contractor, the Architect shall provide a complete set to the Owner for signature. Upon Board of Education approval of the contract, the Architect shall prepare a Notice to Proceed for the Contractor. The Architect shall provide the Notice to Proceed to the Owner for review. The Owner shall issue the Notice to Proceed to the Contractor.

Construction Phase

The Architect shall prepare all meeting agendas and produce meeting minutes for regular meetings throughout the construction phase. The Architect will notify the Owner of discussion topics prior to the scheduled meeting so the Owner may invite the appropriate MPS staff to participate in the meeting. Meeting minutes for all meetings shall be distributed within 5 working days of the meeting. All agendas and meeting minutes shall be provided to the Owner for review in an MS Word format. Changes will be documented using track changes.

Submittals

The Architect shall follow the Owner's process for submittals. Contractor shall send submittals to the Architect in accordance with the submittal schedule prepared by the Contractor. The Architect shall document submittal schedule variances and provide the information to the Contractor and the Owner each

month. The Architect shall review all submittals and determine if the submittal meets the Contract Documents. Each submittal shall be labeled with a stamp or similar that identifies the reviewer of the submittal, date of review and action. Submittals shall be marked as:

- No exception taken
- Make Corrections Noted
- Revise and Resubmit
- Rejected
- No submittal is required

A copy of each submittal shall be provided to the Owner. The Architect shall be responsible for developing and maintaining a complete and accurate submittal log. The submittal log shall identify the submittal number, description, date received from contractor, date sent to reviewer, date returned from reviewer, action, date sent back to the Contractor and date when Owner was provided a copy. If the Architect is unclear as to the requirements of the contract documents or should the Architect need input from the Owner, the Architect shall contact the Owner's Project Manager. All substitution requests shall be sent to the Owner for review. The Owner requires a minimum of one week for all reviews. The Architect shall log and track all items sent to the Owner for review and monitor the review schedule.

Substantial Completion

The Architect shall review the punch list provided by the Contractor to verify the list is complete and accurate based on the Architect's review. The Architect shall issue a preliminary final punch list of items to the Owner and schedule a punch list site review with the Owner. The punch list may be modified because of the Owner's punch list site review. The Architect shall then issue a final punch list to the Owner and Contractor. If the Owner and Architect deem the project substantial complete in accordance with Contract Documents, the Architect shall prepare and deliver a Certificate of Substantial Completion to the Contractor and Owner establishing the date of substantial completion. The punch list provided at the time of Substantial Completion shall include the Architect's estimate of costs to repair each of the items on the punch list. The estimate provided shall form the basis of the amount of retainage to be withheld for the punch list items in accordance with Minnesota Statute. Issuance of the Certificate of Substantial Completion shall include the final punch list and establish the date of substantial completion. The punch list shall include a complete list of all manuals, warranties, commissioning reports and other items required by the Contractor as part of the Contract Documents that was not previously provided to the Owner and accepted. If the project is not deemed substantially complete by the date established in the Contract Documents, the Architect will inform the Contractor of the liquidated damages provision in the Contract Document and apply liquidated damages to the next progress payment as directed by the Owner until the Certificate of Substantial Completion is issued.

Final Completion

The architect shall schedule and be present at the final completion walk through with the Owner. This walk through shall be the final verification of outstanding item completion. Documentation of the completed items shall be maintained by the Architect and submitted to the Owner. The Architect will review the final documents and manuals provided by the Contractor. The Architect shall request a final payment application from the Contractor. After reviewing the final application and approving, forward to the Owner for final payment.

At final completion, the architect shall provide an updated floor plan for the entire building in a PDF format. The architect may amend existing floor plans to show the additions and renovations that have occurred.

Post Construction Phase

One Year Warranty Review

The Architect shall schedule with the Owner, the one-year warranty review. This will be scheduled between 10 and 12 months from the date of substantial completion. This meeting is designed to identify warranty items that need to be repaired/replaced as required by the Contract Documents. The Architect shall schedule the meeting, take notes and follow up on items identified in the warranty walk through.

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:
   The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

   a. Worker's Compensation and Employer's Liability Insurance

      i. Coverage A is statutory.

      ii. Coverage B
      $500,000 Each Accident
      $500,000 Each Employee
      $500,000 Policy Limit (Disease)

   b. Comprehensive General Liability Insurance *

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Per Occurrence	$1,000,000
Medical Payments	$10,000

   * The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

   c. Automobile Insurance

Per Occurrence	$1,000,000
PIP	Basic
Underinsured Motorist	$1,000,000
Uninsured Motorist	$1,000,000

   d. Professional Liability Insurance

      i. Per Claim $2,000,000

ii. For projects with an estimated construction Contract Sum of over $10,000,000 or major structural work an aggregate is required as follows:
Aggregate $4,000,000

e. Umbrella Liability Insurance

i. Per Occurrence $2,000,000

ii. For projects with an estimated construction Contract Sum of over $10,000,000 or major structural work an aggregate is required as follows:
Aggregate $2,000,000

f. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim $1,000,000

ii. Aggregate $1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are $1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT'S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner's lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner's lender(s) do procure or maintain such insurance, the Owner or the Owner's lender(s) shall have, in additional to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

   a. Professional Liability Coverage of $2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below $2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."

   b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.

   c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE
   The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

   a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR'S INSURANCE – to be used with AIA A101-2017
   The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

   a. Commercial General Liability

      i. General Aggregate $1,500,000

      ii. Products/Completed Operations Aggregate $1,500,000

      iii. Per Occurrence $1,500,000

      The Owner shall be named as additional insured for Commercial General Liability Insurance

   b. Automobile Insurance

      i. Per Occurrence $1,000,000

      ii. PIP Basic

      iii. Underinsured Motorist $1,000,000

      iv. Uninsured Motorist $1,000,000

   c. Workers Compensation

      i. Coverage A is statutory.

      ii. Coverage B $500,000 Each Accident

      iii. $500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

   i. Per Claim $2,000,000

   For Projects with an estimated construction cost of over $10,000,000 or major structural work, additional Aggregate coverage of $4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

f. Property Insurance

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

   This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders “all risk” Insurance

   i. Per Claim $2,000,000

   ii. Aggregate $4,000,000

   This insurance is only required for additions exceeding $10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

   i. Aggregate limit $5,000,000

   This insurance is required only for projects larger than $10,000,000 in total construction costs.

EXHIBIT D - Owner Requirements

Targeted Group Business

The Owner's Targeted Group Business goal is 12%. The Architect will employ the following strategies:

- Expanding the Professional identity of the targeted business with the design and construction industry.
- Creating opportunities for networking and exposure of the targeted business by team with other consultants.
- Encouraging leadership and management within both organizations and the targeted business through the design and construction process.
- Gaining new perspectives and encouraging cultural change within the firm by working with targeted business.

Quality Performance and Owner Provisions

The following are checklists to enhance quality performance tracking and requirements to promote improved delivery for Architect work items most commonly encountered throughout design and construction.

Before design commences

1. The Architect shall begin design with current download of the Owner's published Master Specifications as provided by the Owner at design kickoff.
2. The Architect shall design to the Owner's published design guidelines and requirements as provided by the Owner at design kickoff. Deviation from the design standard shall be clearly noted on all drawings and specifications up to CD.
3. The Architect shall conform to the Owner's Revit and Drafting Standards as provided by the Owner at design kickoff.
4. The Architect shall begin the 3-D model with the Owner's Revit template as provided by the Owner at design kickoff.
5. The Architect shall be familiar with the City of Minneapolis Planning Review Process.

During Design

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. The Architect shall conform to the Owner's design milestones and deliverables as defined in EXH-B.

3. The Architect shall incorporate the Owner's review comments provided during design phases into the final design prior to project bid. Comments shall be cataloged by the Architect and resolution to comments clearly explained.
4. The Architect shall be familiar with the Owner's Procurement requirements.
5. The Architect shall own all agendas and meeting minutes throughout the design process.
6. The Architect shall document all major decision points.
7. The Architect shall present to the Owner's community stakeholders as required.

During Construction Administration

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. The Architect shall own all agendas and meeting minutes throughout the construction process.

During Substantial Completion

1. Conform to the requirements of Article 3 in AIA Document B101-2017.
2. Confirm with the Owner the completeness of the punchlist before finalizing.
3. Provide the Owner with a detailed estimate to complete or repair all items on the substantial completion punchlist.

During Project Closeout

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. Within thirty (30) days of the date of Substantial Completion, the Architect shall provide the Owner, in writing, a list of incomplete items and the cost to complete those items.

Safety Precautions and Programs

While on location of the Project, the Architect hereby agrees to and shall comply with the following Owner safety requirements.

1. Security Identification Badges: The Owner requires all personnel to wear an identification badge when at a facility of the Owner. The identification badge is to remain on personnel and clearly visible at all times. No one is permitted on-site without an identification badge. The identification badge shall contain the following:

    a. A legible photograph of the individual (passport sized photo)

    b. Name of the individual (Minimum 14 point font)

    c. Name of the employer (Company name, minimum 14 point font)

d. The badge shall be plastic-laminated.

e. The badge identification size shall be 3 ½" x 2 ½" minimum.

2. All personnel are required to check in with the main office to sign in, get a badge, and indicate their destination within the building while school is in session. All personnel are required to sign out in the main office upon completion of their site visit.

3. No personnel will be allowed to prop doors open and leave them unattended.

AIA® Document G202™ – 2013

Project Building Information Modeling Protocol Form

PROJECT: *(Name and address)*
Defined in EXH-A Project Charter

PROTOCOL VERSION NUMBER:

DATE: March 13, 2018

PREPARED BY: Minneapolis Public Schools

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.1, or reference Section 1.1, along with any additional recipients.)*
Defined in EXH-A Project Charter

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 LEVEL OF DEVELOPMENT

3 MODEL ELEMENTS

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 a Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their agreement for the Project, and a Project specific AIA Document G201™–2013, Project Digital Data Protocol Form.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Protocol Exhibit, dated , into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

Modeling Role	Project Participant	Individual Responsible	Contact Information

§ 1.2 This document establishes the Modeling protocols for the Project. For purposes of these protocols, the Model is comprised of the following information and other data sets: *(Indicate disciplines, separate models, and other data that will be included within the Model and governed by the Modeling protocols.)*

§ 1.3 Collaboration Protocols. The Project Participants' protocols for the collaborative utilization of the Model, if any, including communications protocols, a collaboration meeting schedule and colocation requirements, are as follows:

§ 1.4 Technical Requirements. The technical requirements relating to the utilization of Building Information Modeling, including specific software and hardware requirements are as follows:

Init.
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§ 1.5 Training and Support. The parameters for any training or support program(s) that will be implemented with respect to any collaboration strategy or technical requirements are set forth below:

§ 1.6 Model Standard. The Model shall be developed in accordance with the following Model Standard, if any:

§ 1.7 Model Management Protocols and Processes

The following Model Management Protocols and Processes shall apply to the Project only if specifically designated in the table below as being applicable.

(Designate the Model Management Protocols and Processes applicable to the Project in the second column of the table below. In the third column, indicate whether the detailed description of the Model Management Protocol or Process is located in Section 1.8 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Model Management Protocols and Processes		Applicability to Project *(Applicable or Not Applicable)*	Location of Detailed Description *(Section 1.8 below or in an attachment to this exhibit identified below)*
§ 1.7.1	Model origin point, coordinate system, precision, file formats and units		
§ 1.7.2	Model file storage location(s)		
§ 1.7.3	Processes for transferring and accessing Model files		
§ 1.7.4	Naming conventions		
§ 1.7.5	Processes for aggregating Model files from varying software platforms		
§ 1.7.6	Model access rights		
§ 1.7.7	Design coordination and clash detection procedures.		
§ 1.7.8	Model security requirements		

§ 1.8 Insert a description of each Model Management Protocol and Process identified in Section 1.7, if not further described in an exhibit attached to this document:

§ 1.9 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 LEVEL OF DEVELOPMENT

§ 2.1 The Level of Development (LOD) descriptions, included in Section 2.2 through Section 2.6 below, identify the specific minimum content requirements and associated Authorized Uses for each Model Element at five progressively detailed levels of completeness. The Parties shall utilize the five LOD descriptions in completing the Model Element Table at Section 3.3.

§ 2.2 LOD 100

§ 2.2.1 Model Element Content Requirements. The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 2.2.2 Authorized Uses

§ 2.2.2.1 Analysis. The Model Element may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to other Model Elements.

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§ 2.2.2.2 Cost Estimating. The Model Element may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

§ 2.2.2.3 Schedule. The Model Element may be used for Project phasing and determination of overall Project duration.

§ 2.2.2.4 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 100, if any, are as follows:

§ 2.3 LOD 200

§ 2.3.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.3.2 Authorized Uses

§ 2.3.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 2.3.2.2 Cost Estimating. The Model Element may be used to develop cost estimates based on the approximate data provided and quantitative estimating techniques (e.g., volume and quantity of elements or type of system selected).

§ 2.3.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of major elements and systems.

§ 2.3.2.4 Coordination. The Model Element may be used for general coordination with other Model Elements in terms of its size, location and clearance to other Model Elements.

§ 2.3.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 200, if any, are as follows:

§ 2.4 LOD 300

§ 2.4.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.4.2 Authorized Uses

§ 2.4.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Element.

§ 2.4.2.2 Cost Estimating. The Model Element may be used to develop cost estimates suitable for procurement based on the specific data provided.

§ 2.4.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of detailed elements and systems.

§ 2.4.2.4 Coordination. The Model Element may be used for specific coordination with other Model Elements in terms of its size, location and clearance to other Model Elements including general operation issues.

§ 2.4.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 300, if any, are as follows:

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§ 2.5 LOD 400

§ 2.5.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.

§ 2.5.2 Authorized Uses

§ 2.5.2.1 Analysis. The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.5.2.2 Cost Estimating. Costs are based on the actual cost of the Model Element at buyout.

§ 2.5.2.3 Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

§ 2.5.2.4 Coordination. The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

§ 2.5.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

§ 2.6 LOD 500

§ 2.6.1 Model Element Content Requirements. The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

§ 2.6.2 Authorized Uses. Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:

ARTICLE 3 MODEL ELEMENTS

§ 3.1 Reliance on Model Elements

§ 3.1.1 At any particular Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Element only to the extent consistent with the minimum data required for the Model Element's LOD for that Project milestone as identified below in the Model Element Table, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 3.1.2 Coordination and Model Refinement

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the Project Participant that identifies the conflict shall promptly notify the Model Element Authors and the Project Participant identified in AIA Document E203–2013 Section 4.8 as being responsible for Model management. Upon such notification, the Model Element Author(s) shall act promptly to evaluate, mitigate and resolve the conflict in accordance with the processes established in Section 1.7.7, if applicable.

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§ 3.2 Table Instructions

§ 3.2.1 The Model Element Table in Section 3.3 indicates the LOD to which each Model Element shall be developed at each identified Project milestone and the Model Element Author.

§ 3.2.2 Abbreviations for each Model Element Author to be used in the Model Element Table are as follows:
(Provide abbreviations, such as "A—Architect," or "C—Contractor.")

Abbreviation	Model Element Author (MEA)

§ 3.3 Model Element Table

		Required LOD at Project milestones as defined in EXH-B Project Milestones & Deliverables					
Model Element Category	**Scope Status**	**15%**	**25%**	**50%**	**75%**	**90%**	**100%**
Exterior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Roofs	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Floors	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Exterior doors and windows	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior doors and windows	Within Scope	200	200	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Major structural elements	Within Scope	Not required	200	200	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required
Plumbing Fixtures	Within Scope	100	300	300	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required

§ 3.4 Model Element Table Notes

Notes:
(List by number shown on table.)

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Additions and Deletions Report for

AIA® Document G202™ – 2013

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

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PAGE 1

Defined in EXH-A Project Charter

...

DATE: March 13, 2018
PREPARED BY: Minneapolis Public Schools

...

Defined in EXH-A Project Charter

PAGE 5

§ 3.3 Model Element Table

		Required LOD at Project milestones as defined in EXH-B Project Milestones & Deliverables					
Model Element Category	**Scope Status**	**15%**	**25%**	**50%**	**75%**	**90%**	**100%**
Exterior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Roofs	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Floors	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Exterior doors and windows	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior doors and windows	Within Scope	200	200	300	300	300	300

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	Outside of Scope	100	200	200	200	200	200
Major structural elements	Within Scope	Not required	200	200	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required
Plumbing Fixtures	Within Scope	100	300	300	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required

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Certification of Document's Authenticity

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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 12:25:37 on 03/23/2018 under Order No. 8259021829 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document G202™ – 2013, Project Building Information Modeling Protocol Form , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SRM Contract #4400002711

MINNEAPOLIS PUBLIC SCHOOLS

Capital Planning, Construction & Maintenance Department

Consultant/Architect Contract Change Order Cover Sheet

Project Information

Consultant/Architect	Braun Intertec	Date	8/13/2025
Project Name	North High School & CTE Center	Project No.	21NORTCTE
Contract Approval Date:	9/27/2022	OP Number	20-48

Summary

Original Contract Amount	$ 92,668.00	Date of Substantial Completion	NA
Board Authorized Amount	$ 152,668.00	Date of Last Board Approval	10/8/2024

MAS 13853

Summary of Previous Change Orders

Change Order #1	$	10,000.00	
Change Order #2	$	50,000.00	
Change Order #3	$	25,176.00	Construction materials testing phase 4
Change Order #4			
Change Order #5	$	-	
		TOTAL OF PREVIOUS CHANGE ORDERS	$ 85,176.00

AMOUNT OF THIS CHANGE ORDER #	**3**	**$ 25,176.00**

TOTAL CHANGE ORDERS TO DATE	**$ 85,176.00**
ACCUMULATIVE CONTRACT AMOUNT	**$ 177,844.00**
ABOVE AUTHORIZED AMOUNT*	**$ 25,176.00**

*this will be the amendment value in Novatus, if applicable

REVISED DATE OF SUBSTANTIAL COMPLETION NA

DATE OF BOARD ACTION 9/9/2025

Reviewed By: Jibriil Yusuf — Date: 08/25/2025
Manager, Capital Planning & Construction

Reviewed by: Tom Streif — Date: 8/26/2025
Procurement

Approved By: _____ — Date: _____
Senior Operations Officer

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND Braun Intertec

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Braun Intertec dated 9/27/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Braun Intertec ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Braun Intertec ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 9/27/2022 through 10/1/2025 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: MAS-13853

Amendment Number/Change Order number: 003

1. Original contract amount: $92,668.00
2. Amendment amount: $25,176.00
3. Accumulative contract amount: $177,844.00

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 $25,176.00 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Increase the total obligation from $152,668 to $177,844.00 for North HS CTE Special Inspections, Construction Materials Testing and Building Enclosure Testing for Phase 4 construction activities as outline in the Revised Proposal QTB214643 dated August 6, 2025.

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

(The remainder of this page intentionally left blank.)

August 6, 2025 Revised Proposal QTB214643

Minneapolis Public Schools
c/o Brennan Burrows
Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, MN 55404

Re: Revised Proposal for Special Inspection and Building Enclosure Observations and Testing
Minneapolis North High School – Bid Package 4
1500 N James Ave
Minneapolis, Minnesota

Dear Mr. Burrows:

Braun Intertec Corporation is pleased to submit this revised proposal to provide special inspections and testing services for the Minneapolis North High School's 4th bid package in Minneapolis, Minnesota.

Our Understanding of the Project

We understand this project will include the numerous interior renovations for the school building. The renovation include addition of house keeping pads, complete and partial infills of slabs and masonry lintel improvements.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and prepared by LSE Architects, dated February 5, 2025.
- Discussions with Kraus-Anderson Construction Company.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Building Enclosure Observations and Testing

Building Enclosure Observation and Testing Services are provided by the Braun Intertec Building and Structure Sciences Group. The Building and Structure Sciences Group is a team of Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Building Enclosure Commissioning Agent (BECxP, CxA+BE), Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Licensed Air Barrier Field Auditor, Certified Air Barrier Specialist (CABS), Certified EIFS Inspectors (CEI), FenestrationMaster Professional (FMPC), and Certified Infrared Thermographers (CIT). Braun Intertec is an AAMA-accredited Field Test Agency.

Building Enclosure Observations

- Attend pre-construction meetings (if applicable), perform pre-construction prep work, and review approved submittals.

- Perform periodic observations during installation of air/weather barriers and critical connections, junctions, and envelope transitions.

- Provide a Daily Observation Report to document observations made at the time of each site visit. If discrepancies are observed, they will be discussed with the Contractor prior to departing the site.

- As discrepancies are observed and documented, it is the responsibility of others to make necessary correction(s). At subsequent visits, we will document corrections if not covered or hidden from view. If hidden from view, we will note as such.

- We have included four site visits for observations. Actual installation phasing and sequencing may modify the number of visits.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Concrete Related Services

- Observe concrete reinforcement placement.

- Observe the general placement of bolts and other embeds in the plastic concrete.

- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC.

- Observe the concrete placement and test sample preparation.

- Perform laboratory compressive strength testing of the concrete samples.

- Observe the installation of post-installed anchors on a periodic basis.

Structural Masonry Related Services

- Observe the structural masonry construction and grouting operation on a periodic basis.

- Observe the preparation of grout and masonry block prism samples.

- Perform structural masonry grout and structural masonry prism (OR unit) testing.

Structural Steel and Fireproofing Related Services

- Observe and test the structural steel welded and bolted connections in the field.

- Observe and document the installation of the base plate anchor bolts.

- Observe the installation of post-installed anchors.

Window Testing Pre-Test Conference and Submittal Review

- Attend the pre-construction meeting (if applicable) and perform pre-construction prep work and document review for understanding of specific product and installation method as a basis for our field-testing activities.

- Communicate testing procedures and requirements for field testing to project team.

Window Testing according to AAMA 501.2

- Provide labor, materials, and equipment to complete the fenestration testing according to AAMA 501.2, "Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems."

- The AAMA 501.2 water spray test is utilized to test the installed non-operable fenestration for water tightness. A calibrated nozzle is used to deliver water spray at a uniform pressure while slowly wetting the surface of the fenestration system. The spray test focuses on the installed sealants and gaskets.

- Each test is comprised of a minimum 100-square foot representative section as outlined in the AAMA 501.2 standard.

- We have included two tests, in two site visits.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.

- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.

- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in spring of 2025, and will be substantially complete by about fall of 2025.

- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.

- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.

- The masonry construction will require inspections to be completed every time grout is placed. Grout will be placed with high lift grout techniques.

- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.

- We will test windows before interior finishes are in place as this allows us to observe the rough opening for water penetration. Any caulking or foam that obscures the rough opening will need to be removed by others prior to testing to allow us to observe the entire rough opening, except that required by the window manufacturer's installation instructions.

- Power and water access of sufficient pressure within 200 feet of the test specimen is assumed provided by the Contractor. If additional water supply provisions are required, additional costs may be incurred.

- We assume testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required if the window head is greater than 12 feet above the adjacent horizontal surface. It is most economical to utilize aerial lift equipment already on site.

- The proposal does not include temporary enclosures or heat if the project schedule necessitates testing during winter or adverse weather conditions and is assumed provided by the Contractor.

- Re-inspection or additional testing due to nonconformance will be provided at the Unit Rates in the attached tabulation.

- Safe access to the locations requiring observations and testing to be provided by the General Contractor.

- Approved submittal packages should be submitted for review prior to a minimum of 72 hours prior to our arrival on site.

- No special site specific training or gear is required to complete our scope of services.

- Parking will be available on site for our vehicles.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal on time and material basis for an estimated fee of **$25,176**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the General Conditions for Minneapolis Public Schools, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Madhan Kanakaraj at 479.944.1293 (mkanakaraj@braunintertec.com) or Dan Martin at 651.746.4006(dmartin@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Madhan K. Kanakaraj, EIT
Staff Engineer

Brandon S. Rounsville, PE
Senior Manager, Project Engineer

Daniel E. Martin,
Director, Senior Project Manager

Attachments:
Cost Estimate Table
General Conditions (11/4/2024)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC
the science you build on

Project Proposal

QTB214643

Minneapolis North High School

Client:	Work Site Address:	Service Description:
Minneapolis Public Schools Special School District No.1 - AP 1250 W. Broadway Ave. Minneapolis, MN 55411 (612) 668-0000	1500 N James Ave Minneapolis, MN 55411	Special Inspections and contraction materials testing, Building Enclosure Observations and Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Construction and Materials Testing**				
Activity 1.1	**Concrete Observations and Testing**				**$6,567.00**
260	**Concrete Observations**	7.00	Hour	120.00	$840.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Roof Infills — *4.00 Trip* — *1.00* — *4.00*				
	House keeping Pads — *3.00 Trips* — *1.00* — *3.00*				
261	**Concrete Testing**	22.50	Hour	98.00	$2,205.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Roof Infills — *4.00 Trips* — *2.50* — *10.00*				
	House keeping Pads — *3.00 Trips* — *2.50* — *7.50*				
	Depressed Slabs — *2.00 Trips* — *2.50* — *5.00*				
278	**Concrete Cylinder Pick up**	9.00	Hour	98.00	$882.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Cylinder pIckup — *9.00 Trips* — *1.00* — *9.00*				
1861	**CMT Trip Charge**	15.00	Each	50.00	$750.00
1364	**Compressive strength of concrete cylinders (ASTM C 39),per specimen**	45.00	Each	42.00	$1,890.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Roof Infills — *4.00 Trips* — *5.00* — *20.00*				
	House keeping Pads — *3.00 Trips* — *5.00* — *15.00*				
	Depressed Slabs — *2.00 Trips* — *5.00* — *10.00*				
Activity 1.2	**Masonry Observations and Testing**				**$5,809.00**
203	**Masonry Observations**	16.00	Hour	120.00	$1,920.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Lintel Observation — *8.00 Trips* — *2.00* — *16.00*				
1861	**CMT Trip Charge**	8.00	Each	50.00	$400.00
1409	**Compressive strength - Hollow block prisms (ASTM C 1314), per specimen**	9.00	Each	204.00	$1,836.00
1407	**Net area determination (ASTM C 140) , per specimen**	9.00	Each	69.00	$621.00
213	**Masonry Sample Pick up**	3.00	Hour	98.00	$294.00
1412	**Compressive strength of grout (ASTM C 1019), per specimen**	9.00	Each	82.00	$738.00
Activity 1.3	**Structural Steel Observations**				**$2,550.00**
605	**ICC Structural Steel Technician**	18.00	Hour	125.00	$2,250.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Post Installed Anchors — *4.00 Trips* — *3.00* — *12.00*				
	Welding, Framing, Bolting — *2.00 Trips* — *3.00* — *6.00*				
1664	**NDE Trip charge**	6.00	Each	50.00	$300.00
Activity 1.4	**Project Management**				**$2,940.00**
238	**Project Assistant**	4.00	Hour	98.00	$392.00
226	**Project Manager**	10.00	Hour	190.00	$1,900.00
128	**Senior Engineer**	3.00	Hour	216.00	$648.00

BRAUN INTERTEC
the science you build on

Project Proposal

QTB214643

Minneapolis North High School

					Phase 1 Total:	**$17,866.00**
Phase 2	**Building Enclosure Observations and Testing**					
Activity 2.1	**Air/Weather Barrier Services**					**$3,352.00**
5502	**Air Barrier Observation (Ea)**	4.00	Each	788.00	$3,152.00	
1870	**BaSS Trip Charge**	4.00	Each	50.00	$200.00	
Activity 2.2	**Window Testing Services**					**$2,812.00**
5533	**Window Tests: Pre-Test Meeting and Document Review**	1.00	Each	672.00	$672.00	
5510	**AAMA 501.2 Window Test (Ea)**	2.00	Each	1,020.00	$2,040.00	
5538	**RETEST/ADD'L – AAMA 501.2**		Each	1,020.00	$.00	
1870	**BaSS Trip Charge**	2.00	Each	50.00	$100.00	
Activity 2.3	**Project Management and Reporting**					**$1,146.00**
5514	**Window Testing Report (ea.) [one report per trip scheduled]**	2.00	Each	302.00	$604.00	
161	**Project Consultant**	1.00	Hour	172.00	$172.00	
162	**Senior Consultant**	2.00	Hour	185.00	$370.00	
					Phase 2 Total:	**$7,310.00**

Proposal Total:	**$25,176.00**

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory
b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate
c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate
d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)
e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate
f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR $50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Tom Parent

Title: Senior Operations Officer

Date: _____

Braun Intertec:

Signature: _____

Name:

Title:

Date: _____

sc #1000262188

FY26COOP001 – Future Home of Anishinabe Academy

Contract Sum: $142,670

Architect: Cuningham Group

Project Name and Number

Future Home for Anishinabe Academy
3239 44th Avenue South
Minneapolis, MN 55406
Minneapolis Public Schools Project Number 26COOP001
RFP 25-28

Description

This project is the Predesign phase for the future home of Anishinabe Academy. The architecture team is expected to provide predesign services including:

- Convening a steering committee of district staff and community members
- Engaging with the Anishinabe Academy and Longfellow community
- Coordinating with Construction Manager to provide a rough order of magnitude cost
- Developing a project charter that includes a description of project scope, schedule, and rough order of magnitude cost.

Contract Documents

AIA Document B102-2017
Exhibit A – Project Charter
Exhibit C – Owner Insurance

AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 13th day of August in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

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

Cuningham Group Architecture, Inc.
201 SE Main St Unit 325
Minneapolis, MN 55414

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Future Home for Anishinabe Academy
3239 44th Avenue South, Minneapolis, MN 55406

The Owner and Architect 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.

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TABLE OF ARTICLES

1 ARCHITECT'S RESPONSIBILITIES

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5 TERMINATION OR SUSPENSION

6 COMPENSATION

7 MISCELLANEOUS PROVISIONS

8 SPECIAL TERMS AND CONDITIONS

9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:
(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Exhibt A

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.
(List name, address, and other contact information.)

Heidi Neumueller
201 SE Main Street, Suite 325
Minneapolis, MN 55414
hneumueller@cuningham.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain insurance as defined in EXH-C Owner Insurance until termination of this Agreement..

§ 1.5.1 Commercial General Liability with policy limits as set forth in EXH-C Owner Insurance.

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§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits As set forth in EXH-C Owner Insurance

§ 1.5.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, 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. Defined in EXH-C Owner Insurance

§ 1.5.4 Workers' Compensation at statutory limits.Defined in EXH-C Owner Insurance

§ 1.5.5 Employers' Liability with policy limits defined in EXH-C Owner Insurance

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits defined in EXH-C Owner Insurance.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

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

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§2.3.1 The Architect's responsibility in connection with the services of the Owner's consultants and Construction Manager shall be to coordinate Owner's consultant or Construction Manager portion of the Instruments of Service. Owner shall require Owner's consultants and Construction Manager to coordinate with the Architect and Architect's consultants as required.

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User Notes: (1630221891)

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 2.7 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

§ 2.8 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

§ 2.9 The Owner shall provide Testing and Special Inspections.

§ 2.10 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the systems.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect 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.

§ 3.2 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 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 Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) 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 Architect and its consultants 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

(Paragraph deleted)

§ 3.4. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.

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§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect 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 as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, 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.

§ 4.1.3 The Architect 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 5.7.

§ 4.2 Mediation

§ 4.2.1 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 Architect's services, the Architect 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.

§ 4.2.2 The Owner and Architect 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 4.3 of this Agreement

[**X**] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable and quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 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.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

$0

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

[ ] One year from the date of commencement of the Architect's services

[ ] One year from the date of Substantial Completion

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[X] Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

January 31, 2026

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

See attached Exhibit

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants 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 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and 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;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

None

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect'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 Architect.
(Insert rate of monthly or annual interest agreed upon.)

zero % 0%

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement 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 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 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.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 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 Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect 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.

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§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such 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 such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[
(Paragraphs deleted)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A Project Charter
Exhibit C Owner Insurance

.4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

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



OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Heidi Neumueller, Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Additions and Deletions Report for
AIA® Document B102® – 2017

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PAGE 1

AGREEMENT made as of the 13th day of August in the year 2025

...

Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Cuningham Group
201 SE Main St Unit 325
Minneapolis, MN 55414

...

Future Home for Anishinabe Academy
3239 44th Avenue South, Minneapolis, MN 55406

PAGE 2

Exhibt A

...

Heidi Neumueller
201 SE Main Street, Suite 325
Minneapolis, MN 55414
hneumueller@cuningham.com

...

§ 1.5 The Architect shall maintain ~~the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.~~insurance as defined in EXH-C Owner Insurance until termination of this Agreement..

§ 1.5.1 Commercial General Liability with policy limits ~~of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~as set forth in EXH-C Owner Insurance.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits ~~of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of~~

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~~the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~As set forth in EXH-C Owner Insurance

§ 1.5.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, 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. Defined in EXH-C Owner Insurance

§ 1.5.4 Workers' Compensation at statutory ~~limits.~~limits.Defined in EXH-C Owner Insurance

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

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits ~~of not less than ($) per claim and ($) in the aggregate.~~defined in EXH-C Owner Insurance.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 3

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

...

§2.3.1 The Architect's responsibility in connection with the services of the Owner's consultants and Construction Manager shall be to coordinate Owner's consultant or Construction Manager portion of the Instruments of Service. Owner shall require Owner's consultants and Construction Manager to coordinate with the Architect and Architect's consultants as required.

PAGE 4

§ 2.7 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

§ 2.8 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

§ 2.9 The Owner shall provide Testing and Special Inspections.

§ 2.10 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the systems.

...

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~~**§ 3.4** Except for the licenses granted in this Article 3, 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 Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

§ 3.. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.

PAGE 5

[**X**] Litigation in a court of competent jurisdiction

PAGE 6

~~**§ 4.3 Arbitration**~~

~~**§ 4.3.1** 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.~~

~~**§ 4.3.1.1** 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.~~

~~**§ 4.3.2** 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.~~

~~**§ 4.3.3** 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.~~

~~**§ 4.3.4 Consolidation or Joinder**~~

~~**§ 4.3.4.1** 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).~~

~~**§ 4.3.4.2** 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.~~

~~**§ 4.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~**§ 4.4** The provisions of this Article 4 shall survive the termination of this Agreement.~~

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§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable and quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

...

$0

...

$0

PAGE 7

[**X**] Other

...

January 31, 2026

...

See attached Exhibit

...

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

None

...

§ 6.3.1.1 An initial payment of zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 8

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect'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 Architect.

...

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User Notes: (1630221891)

zero % 0%

...

§ 7.4 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.

§ 7.4.1 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.

PAGE 9

.2~~Building Information Modeling Exhibit, if completed:~~

...

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204–2017 incorporated into this Agreement.)*~~

~~_____~~

[**X**] Other Exhibits incorporated into this Agreement:

...

Exhibit A Project Charter
Exhibit C Owner Insurance

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jibriil Yusuf, 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 11:29:08 on 08/13/2025 under Order No. 20250112486 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Manager, Planning, Design, & Construction

(Title)

08/13/2025

(Dated)

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EXHIBIT A - Project Charter

Project Identification, Intent, and Scope

Future Home for Anishinabe Academy

3239 44th Avenue South Minneapolis, MN 55406

Minneapolis Public Schools Project Number 26COOP001

RFP 25-28

Building Context

The selected site is the site of the former Cooper Elementary School. Through this project, the architecture team will investigate the possibility of preserving the existing building or having a new purpose-built structure. MPS will do due diligence to investigate any other available properties that meet the criteria of the Anishinabe Academy Facility Committee, but that is outside of the scope of this contract.

Project Intent

This project is the Predesign phase for the future home of Anishinabe Academy. The architecture team is expected to provide predesign services including:

- Convening a steering committee of district staff and community members
- Engaging with the Anishinabe Academy and Longfellow community
- Coordinating with Construction Manager to provide a rough order of magnitude cost
- Developing a project charter that includes a description of project scope, schedule, and rough order of magnitude cost.

Project Summary

Project Delivery Method:	Design-Bid-Build with Construction Manager
Project Construction Budget:	To be established with Project Charter
Construction Substantial Completion:	Fall 2028

Scope/Budget Context

The project scope is not completely defined, and this project is to define the scope of work to execute the project. The overall goal of the project is to provide meaningful community engagement in order to present a project charter to the Board of Education on January 2026.

Project Schedule

The project schedule and milestones is provided below

- **September 2025 –** Award of RFP contract to an Architectural Firm and a Construction manager for Predesign services

- **Fall 2025 –** Engagement with Stakeholders & Community meetings
- **January 2026 –** Presentation of a project charter to Minneapolis Public Schools Board (Gate Check A)
- **January 2026 –** Release of contract for future design phases
- **Spring 2026 –** Schematic Design and Budget Approval (Gate Check B)
- **Summer and Fall 2026 –** Design Development and Construction Documents
- **2026 –** Bidding and Contract negotiation (Gate Check C)
- **2027 – 2028 –** Construction and Closeout (Gate Check D)
- **Fall 2028** - Post-occupancy evaluation

Project Staff

The following MPS staff are anticipated to serve on the Steering Team

Mauricio Ochoa	Project Manager – Planning, Design, & Construction (PDC)
Dan Goemann	District Planner – PDC
Tom Parent	Senior Officer of Operations
Laura Sullivan	Principal – Anishinabe Academy
Makylah Woods	Family & Community Liaison – Anishinabe Academy
Donnie Belcher	Executive Director of Communications
Yusuf Abdullah	Associate Superintendent

Project Communications

During the investigation phase, project communications will be internal to team members but may include the Principal and Associate Superintendent as needed to inform them of an upcoming project.

Project Budget

Construction Budget

To be established with Project charter

Consultant's Fee, Hourly Rates, and Reimbursable Expenses

Compensation for Project Services as defined herein is a fixed fee of $142,670. Basic investigation and options services will be provided. The fee also includes a survey of the site and reimbursable for printing, boards, community engagement material, etc.

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:
   The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

   a. Worker's Compensation and Employer's Liability Insurance

      i. Coverage A is statutory.

      ii. Coverage B
      $500,000 Each Accident
      $500,000 Each Employee
      $500,000 Policy Limit (Disease)

   b. Comprehensive General Liability Insurance *

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Per Occurrence	$1,000,000
Medical Payments	$10,000

   * The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

   c. Automobile Insurance

Per Occurrence	$1,000,000
PIP	Basic
Underinsured Motorist	$1,000,000
Uninsured Motorist	$1,000,000

   d. Professional Liability Insurance

      i. Per Claim $2,000,000

ii. For projects with an estimated construction Contract Sum of over $10,000,000 or major structural work an aggregate is required as follows:
Aggregate $4,000,000

e. Umbrella Liability Insurance

i. Per Occurrence $2,000,000

ii. For projects with an estimated construction Contract Sum of over $10,000,000 or major structural work an aggregate is required as follows:
Aggregate $2,000,000

f. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim $1,000,000

ii. Aggregate $1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are $1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT'S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner's lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner's lender(s) do procure or maintain such insurance, the Owner or the Owner's lender(s) shall have, in additional to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

   a. Professional Liability Coverage of $2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below $2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."

   b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.

   c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE
   The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

   a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR'S INSURANCE – to be used with AIA A101-2017
   The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

   a. Commercial General Liability

      i. General Aggregate $1,500,000

      ii. Products/Completed Operations Aggregate $1,500,000

      iii. Per Occurrence $1,500,000

      The Owner shall be named as additional insured for Commercial General Liability Insurance

   b. Automobile Insurance

      i. Per Occurrence $1,000,000

      ii. PIP Basic

      iii. Underinsured Motorist $1,000,000

      iv. Uninsured Motorist $1,000,000

   c. Workers Compensation

      i. Coverage A is statutory.

      ii. Coverage B $500,000 Each Accident

      iii. $500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

   i. Per Claim $2,000,000

   For Projects with an estimated construction cost of over $10,000,000 or major structural work, additional Aggregate coverage of $4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

f. Property Insurance

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

   This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders “all risk” Insurance

   i. Per Claim $2,000,000

   ii. Aggregate $4,000,000

   This insurance is only required for additions exceeding $10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

   i. Aggregate limit $5,000,000

   This insurance is required only for projects larger than $10,000,000 in total construction costs.

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 Dorsey & Whitney "Contractor" (collectively "parties") to provide legal services in connection with IRS and SEC audits and investigations and public offerings; legal services in connection with MDE applications and approvals, and other state law financing matters; for legal services as bond counsel in connection with debt and lease financing obligations to Minneapolis Public Schools

TERM OF CONTRACT

1.1 This Contract is effective on 9/1/2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $160,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

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

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

3.3 ***Taxes.***

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

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

3.4 ***Fund Availability; Federal Funds Contingency.***

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

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILTY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Finance Department
Attn: Ibrahima Diop
1250 W Broadway
Minneapolis, MN 55411
Email: Ibrahima.Diop@mpls.k12.mn.us

CONTRACTOR

Dorsey & Whitney LLP
Phone: 612-340-2600
Address: 50 South Sixth Street Suite 1500 Minneapolis, MN 55402-1498
Email: canova.nathan@dorsey.com

ACKNOWLEDGMENT

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

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

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ibrahima Diop

(Printed)

Title: Senior Finance Officer

Date: _____

Dorsey & Whitney

Signature:

Name:
(Printed)

Title:

Date: _____

Exhibit A:

Deliverables:

For legal services as special counsel in connection with IRS and SEC audits and investigations, and public offerings. Up to $40,000.· Deliverables – Counsel will provide legal advice with respect to federal tax and securities law matters arising in connection with the District's prior and current issuances of municipal securities. Deliverables include all required IRS and SEC filings and correspondence, and negotiation with SEC and IRS, as appropriate, in connection with any IRS or SEC action or audit. We will also provide trainings on tax and securities law matters. We will not assume a role in the financial planning and structuring of any municipal securities. We understand that the District has engaged a municipal advisor (the "Municipal Advisor") in connection with the financial planning and structuring of municipal securities. We will not assume or undertake responsibility for the preparation of any offering documents or any other disclosure documents, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or compliance with state and federal securities laws

Service Outcome:

To mitigate legal risk arising from federal tax and securities law requirements

Method of Evaluation:

Services to be evaluated by Senior Finance Officer, Ibrahima Diopand Finance Division staff

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

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

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

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

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

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

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

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

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

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

[CONTRACTOR NAME]

_____	_____
Signature	Name
_____	_____
Title	Date

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 Entourage Events Group "Contractor" (collectively "parties") to provide venue, AV equipment/staff, added rentals, setup & service, secuity staffing, and vendors as outlined in the bids/quotes to Minneapolis Public Schools

TERM OF CONTRACT

1.1 This Contract is effective on 9/1/2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $163,687.40. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

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

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

3.3 ***Taxes.***

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

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

3.4 ***Fund Availability; Federal Funds Contingency.***

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

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILTY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Office of the Deputy Superintendent
Attn: Ty Thompson
1250 W Broadway
Minneapolis, MN 55411
Email: ty.thompson@mpls.k12.mn.us

CONTRACTOR

Entourage Event Groups
Phone: 612-444-3211
Address: 212 2nd St. SE, Minneapolis, MN 55414
Email: steve@thentourage.com

ACKNOWLEDGMENT

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

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

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.

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

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ty Thompson

(Printed)

Title: Deputy Superintendent

Date: _____

Entourage Events Group

Signature: Shark

Name: Steve Hark
(Printed)

Title: CEO Entourage Events Group

Date: 9/3/25

Exhibit A:

Deliverables:

Based on the provided quotes:

Venue Rental: Royalston Square (entire) for Thursday, June 4, 2026; Friday, June 5, 2026; and Saturday, June 6, 2026

Audio/Visual (AV) Services:

- Projection Mapping Technology
- An AV Tech to run the Projection Mapping Technology for Friday, June 5, and Saturday, June 6, 2026
- 24 RCF HDL 20 Cabinets (Main PA)
- 24 DB Technologies K5 Array Cabinets (Delay PA)
- 8 EVORX 218 dual 18-inch Subwoofers
- 1 Allen & Heath D-Live Audio Console, with Digital Stage Box and all cabling
- Podium Microphones and Shure ULXD wireless microphones (or lavaliere)
- 1 Black Magic Constellation Video Switch system
- 2 Show Laptops (MacBook Pro) for presentations and playback
- 2 13.5' x 24' wide projection screens
- 4 Barco HDX 20 projectors, double stacked, for front projection
- 4 9' x 16' delay screens
- 4 Barco HDX 20 projectors for delay screens
- 2 55-inch presenter confidence monitors
- 1 Perfect Cue System for slide advancement
- All necessary video cabling, SDI runs, send/receive units, splitters, and amplifiers

Staffing/Labor:

- Load-in Security: 4 security staff for 10 hours on Thursday, June 4, 2026.
- Event Security: 15 security staff for 10 hours each on Friday, June 5, and Saturday, June 6, 2026.
- Set Up Labor (8 technicians for 8 hours each on set-up days)
- Rehearsal Techs (3 technicians for 4 hours each on rehearsal day)
- Graduation Day 1 (1 A1 Audio Technician, 1 A2 Audio Tech, 1 V1 Video Tech, and 1 L1 Lighting Tech)
- Graduation Day 2 (1 A1 Audio Technician, 1 A2 Audio Tech, 1 V1 Video Tech, and 1 L1 Lighting Tech)
- Tear-down (4 labor/stage hands for 10 hours each for tear-down and load out)

Rentals:

- 2,600 chair rentals
- 5 six-foot tables

Rigging, Structure, and Staging:

- 1 Stage (20' x 40' x 2' tall), with 2 sets of side stairs and black skirting
- 1 ADA Ramps for Stage
- 1 Power distribution system
- Rigging package for lighting, audio, and video truss

Lighting Equipment:

- 1 Obsidian Onyx Controller
- 1 DMX control splitter and necessary cabling
- 12 V-Show Moving 711 Head stage wash fixtures
- 6 V show 468 Moving head fixtures
- 16 Martin Auras moving head fixtures

Service Outcome:

Venue Readiness: The Royalston Square venue will be available for the event for the specified dates and times.

Technical Performance: The Projection Mapping Technology and all AV equipment will be operated successfully by the AV Tech and provided staff on the event days.

Event Support: All rental items, including 2,600 chairs and 5 six-foot tables, will be provided and set up as required.

Safety and Security: The contracted security staff will be on-site to manage event safety and load-in as scheduled.

Event Execution: A successful graduation ceremony with all AV systems (audio, video, and lighting) functioning correctly and seamlessly throughout the event on June 5 and June 6, 2026. Professional Staffing: The presence of all contracted labor personnel who are qualified to operate the equipment and manage the AV needs of the event.

Method of Evaluation:

Pre-Event Verification: A representative from Minneapolis Public Schools will conduct a walk-through to confirm that all agreed-upon rentals and staff are present on the specified load-in and event dates.

Day-of Performance: Minneapolis Public Schools will evaluate performance based on the successful and timely delivery of the services, including the proper operation of the AV technology and the presence of all security staff.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Upon signing this agreement: Security Deposit equal to the Venue Rental Fees ($26,500)

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

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

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

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

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

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

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

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

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

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

[CONTRACTOR NAME]

Shark
Signature

Steve Hark
Name

CEO Entourage Events Group
Title

9/3/2025
Date

Fredrikson

Fredrikson & Byron, P.A.
Attorneys and Advisors

60 South Sixth Street, Suite 1500
Minneapolis, MN 55402-4400
Main: 612.492.7000
fredlaw.com

November 8, 2024

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

VIA EMAIL
Jamie.Jonassen@mpls.k12.mn.us

Minneapolis Public Schools
Attn: Jamie Jonassen, General Counsel
1250 W. Broadway
Minneapolis, MN 55411

Re: Letter of Engagement and Consent

Dear Jamie:

Thank you for selecting Fredrikson & Byron, P.A. to represent Minneapolis Public Schools ("Company") in this immigration matter. We appreciate this opportunity to be of service.

Scope of Firm's Representation
You have retained us on a flat fee basis to represent Minneapolis Public Schools in the following matter/s: I-129, H-1B Petition for Susann Schecker. If you need us to provide additional legal services beyond those described above, then we will send you a written confirmation of any new agreement. The basic terms of this letter and attached Agreement will apply to those additional services unless we enter into an entirely new written agreement.

We look forward to representing Minneapolis Public Schools. It is important to note that when we represent an organization such as Minneapolis Public Schools, we represent only the organization and are not undertaking to represent its individual officers, directors, shareholders or employees, or affiliated organizations, unless we have a separate agreement to do so.

Consent to Mutual Representation
In order to perform the above-listed services Fredrikson & Byron, P.A. will from time to time need to represent jointly both Company and certain current and future employees of Company (the "Employee" or "Employees") in regards to various immigration matters (the "Immigration Matter"). By signing below you confirm Company's consent to Fredrikson & Byron's joint representation of both Company and the Employees in the Immigration Matters. We also want to discuss the potential client conflicts of interest that exist whenever multiple parties are represented by one law firm.

Because of our current representation of Company and the requested representation of Employees in the Immigration Matter, there is a potential for a conflict of interest. If, however, both Company and the particular Employee consent, then Fredrikson & Byron may represent both Company and Employee in the Immigration Matter.

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In representing multiple parties, we have multiple clients instead of one client. The Minnesota Rules of Professional Conduct that govern all Minnesota lawyers dictate that we cannot represent multiple parties such as Company and Employee if such joint representation will be materially limited by our responsibilities to the other party or would be directly adverse to the other party, unless we reasonably believe that the representation will not be adversely affected or adversely affect the relationship with the other party and both parties consent after consultation.

For the reasons set forth below and based on the nature of the representation and the information provided to us, we reasonably believe that our representation of both Company and Employee will not be adversely affected by our representation of the other. We believe that Company's interests and Employee's interests in the Immigration Matter are aligned. Furthermore, we are not aware of any dispute, factual or otherwise, between Company and Employee. Nor have we been informed of any facts that would lead us to believe that any claim between Company and Employee would be advisable or likely. If you have any information to the contrary, please advise me immediately.

A major risk of common representation is that we cannot, without the consent of both parties, assert claims that one client may have against the other. Another risk of common representation is its effect on the attorney-client privilege. In the course of our representation of both Company and Employee in the Immigration Matter, communications with attorneys from Fredrikson & Byron are privileged as against third parties. However, one of you may potentially disclose communications that would otherwise be protected by the attorney-client privilege. For example, if we must withdraw from representing one of you, it is possible that the former client who is no longer represented by us could disclose the substance of otherwise protected communications.

Depending on the facts as they unfold in this case, or unrelated disputes between the parties, it is possible that the interests of Company and Employee may at some future date come into conflict. Any number of future conflicts may arise between an employer and employee, including issues of discipline, termination, changes in company ownership that could adversely affect the employee's application, the employee's own desire to change employers, or negative information about the employee that is revealed in the process of obtaining biographic and background data for an immigration matter. While we represent both Company and Employee in the Immigration Matter, we cannot represent any individual party in a claim brought against another, whether in the Immigration Matter or, depending on the circumstances, in an unrelated matter, unless both Company and Employee consent.

Because of our ongoing representation of Company, if we believe a conflict of interest arises that interferes or could interfere with our ability to represent both Company and Employee in the Immigration Matter, we would not be able to continue to represent Employee. By signing this letter agreement, Company agrees and consents that if a conflict of interest were to arise between Company and Employee, Fredrikson & Byron would continue its representation of Company on all matters, including representing Company in any claims asserted by or against Company (even if the claims are adverse to Employee). If the conflict were such that Fredrikson & Byron determined it could no longer represent both Company and Employee in the Immigration Matter, then Fredrikson & Byron would end its representation of Employee and Employee would need to retain separate legal counsel.

We request that Company confirm its consent to our joint representation of Company and Employees by signing and returning this agreement to our office. We encourage Company to seek independent legal

advice in evaluating this request. If you have any questions or we can be of further assistance, please give us a call.

Advance Waiver

We represent, and in the future will represent, many other clients. Some may be direct competitors of you or otherwise have business interests that are contrary to your interests. Others may have other interests that are materially adverse to you, such as your landlord, lender, supplier or other persons who have business dealings with you or who are involved in disputes, including litigation, against you, or who are involved in a bankruptcy case as a debtor-in-possession, trustee, creditor, official committee, purchaser, or other party.

We cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to you. We therefore ask you to confirm that we may continue to represent, and may undertake in the future to represent, any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to our representation of you, *as long as that other matter is not substantially related to this or our other engagements on behalf of you*. If we represent another client in a matter directly adverse to you, we will take appropriate measures to assure that confidential information concerning you acquired by us as a result of our representation of you will be kept confidential.

By entering into this Agreement, you agree to this advance waiver. You further agree that you have been advised and have had the opportunity to consult with other counsel with respect to this advance waiver, your consent to these provisions is both voluntary and fully informed, and you intend for this advance waiver to be relied upon by the Firm without further notice to you.

Responsible Attorneys

I will be primarily responsible for handling and supervising the firm's legal services to you in this matter. My direct telephone number is (612) 492-7214 and my email address is dschneider@fredlaw.com. Also, feel free to contact my assistant Darlene Dehmer at (612) 492-7519 or ddehmer@fredlaw.com if you cannot reach me directly. She will be able to schedule meetings, find another attorney to respond to your inquiry or assist you in other ways.

Our department works together as a team. Other attorneys and legal professionals may also be assigned to assist in this matter, including the following:

Paralegal Diana Bospachieva, (612) 492-7754 and dbospachieva@fredlaw.com
Paralegal Maria Vela, (612) 492-7598 and mvela@fredlaw.com

Communication

We will keep you informed of the status of our work and consult with you as appropriate. We will respond to communications promptly and will turn work around immediately. We will send copies of significant correspondence for the purpose of keeping you informed about the progress of the matter. You have designated yourself to receive communications from us. Please feel free to contact us at any time.

Confidentiality

We will zealously protect and preserve the confidences and information you disclose to us. In preserving the confidentiality of client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is

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appropriate to use mail, fax machines and emails in the course of our representation of you without encryption or other special measures. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

Cooperation and Assistance

You understand and agree that in order for us to represent Minneapolis Public Schools effectively, it is necessary for you or the individual you designate to assist and cooperate with us as needed. You agree to be available to discuss issues as they arise in this matter; attend and participate in meetings; review forms and correspondence; and provide complete and accurate information and documents to us on a timely basis. We reserve the right to withdraw from representation if any matters are misrepresented or if we uncover detrimental information that was not previously disclosed.

Fees and Expenses

Attached is our Agreement for Legal Services — Standard Client Billing Policy ("Agreement") which, along with this letter, establishes our agreement with you. The terms set forth in the attached Agreement apply to our relationship with you except to the extent modified by this letter. Please review the Agreement carefully.

We have agreed to handle the above matter/s for you on a flat fee basis. The fee for the matter/s is $2700. This means that all legal services provided by us in connection with this matter are covered by the fee. The fee is payable in advance and will not be placed into the Firm's client trust account. This fee does not include any other services that you might ask us to perform, which are identified below. You have the right to terminate the attorney-client relationship. If the agreed-upon legal services are not provided, you will be entitled to a refund of all or a portion of the flat fee.

Additionally, you acknowledge we have informed you about how we handle flat fees, which will not be deposited into a trust account, as well as your right to terminate the representation and receive a refund. You agree that we will not be required to provide you with a separate engagement letter informing you of these discloses on matters that you may hire us to handle in the future, unless you request that we do so. By signing below, you indicate your agreement.

In the event that the matter is terminated before completion, Minneapolis Public Schools will be entitled to a refund of all or a portion of the flat fee if the agreed-upon services have not been initiated or/and provided. We will estimate the fraction of time we have expended on the case and bill you for that portion. For example, if we have completed approximately half the work, we will only bill you for half of the fixed fee. Our work will be considered substantially complete when we provide you with a first draft of documents.

Our fixed fees are for standard filings and do not include any other services that you might ask us to perform, such as:

- Extensions;
- Dependent applications (unless listed);
- Consular Visa Processing;
- Response to Request for Evidence;
- Notice of Intent to Deny;
- Error or delay by the Department of Homeland Security;
- Waivers;
- Appeal; or

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- Significant complications that require work beyond a standard application (such as criminal or fraud history).

In the event of complications we will notify you and if we mutually agree we will enter into a separate fee arrangement for those additional services.

Costs

In addition to the agreed upon flat fee, you will be billed a fixed rate of 6% of the total fee for each matter for any out-of-pocket expenses and disbursements, long-distance phone calls, photocopies, postage (this does not include international courier services or postage), and delivery services. Significant out of pocket costs, including filing fees, travel, translation fees, etc. will be invoiced in accordance with the attached Agreement for Legal Services — Standard Client Billing Policy. If we advance costs for you, we will send you an invoice for the costs, which you agree to pay within thirty days. We may ask that you pay any significant costs (over $500) in advance of filing the application.

Payment

We will invoice you upon initiation of the work for the fee of $2862 ($2700 flat fee + $162 for 6% fee costs). You agree to make payment as soon as feasible upon receipt, but no later than 60 days. If our bills are not paid when due, we reserve the right to discontinue our legal services and to withdraw our representation of you. We will not, however, discontinue service without giving notice of such intention.

In order to serve your needs fully, it is essential that you promptly advise us of any relevant facts, including changes in address or telephone number.

Other Provisions

The lawyers working on this matter may wish to consult with the Firm's in-house counsel, including its General Counsel, or with outside counsel, concerning our own rights and responsibilities in connection with our representation of you. As a condition of this engagement, you consent to any conflict of interest that might arise out of any such consultations. Any such communications and advice are protected by our own attorney-client communication, will remain confidential within the Firm, and you will not seek to discover or inquire into them. Of course, nothing in the foregoing will diminish or otherwise affect our obligation to keep you informed of material developments in our representation, including any conclusions arising out of consultations to the extent they affect your interests.

The Firm sometimes identifies clients in presentations to prospective clients and in various public communications, including press releases, our website, and other publications used to describe our Firm, our lawyers, and our capabilities. We may describe the representation in general terms or use language similar to what our clients have already publicly released. If you do not wish us to refer to you or our representation in this fashion, please notify us in writing upon receipt of this letter. Otherwise, we will treat your retention of us as consent to reveal your name and the general nature of our work for you, as described above.

Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached.

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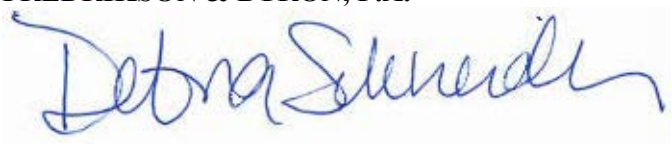
We promise to do all we can to help Minneapolis Public Schools achieve its objectives. We will keep you informed, and we will act diligently. We will work on the matter/s promptly, but we cannot guarantee the outcome or how long it will take to get a decision. We also cannot be held responsible for any errors or delays caused by any government agencies.

Please acknowledge your agreement to the terms of our engagement as set forth above, and in the attached Agreement for Legal Services, by signing and returning a copy of this letter to us. Receipt of the signed engagement letter will allow us to commence working on the matter/s.

Again, thank you for the opportunity to assist you. Please do not hesitate to contact us if you have any questions or if we can be of further assistance.

Sincerely,

FREDRIKSON & BYRON, P.A.



Debra Schneider
Attorney at Law
Direct Dial: (612) 492-7214
E-mail: dschneider@fredlaw.com
DS/mx

AGREEMENT AND ACCEPTANCE: I agree to the above terms and conditions.

Minneapolis Public Schools

Date: 11.25.24

Signature: Jamie Jonassen

Jamie Jonassen, General Counsel

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 and 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 Indrotec "Contractor" (collectively "parties") to provide Contract Labor to Culinary and Wellness Services operational locations

TERM OF CONTRACT

1.1 This Contract is effective on July 1st 2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30th 2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $300,000.00. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

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

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

3.3 ***Taxes.***

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

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

3.4 ***Fund Availability; Federal Funds Contingency.***

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

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILTY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Operations – Culinary and Wellness Services
Attn: Aaron Krulc
1250 W Broadway
Minneapolis, MN 55411
Email: Aaron.Krulc@mpls.k12.mn.us

CONTRACTOR

Patrick Lange
Phone: 612-977-1401
Address: 2335 Highway 36 West, Suite 300 Roseville MN 55113
Email: Patrick C. Lange <Patrick.Lange@MyIndrotec.com>

ACKNOWLEDGMENT

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

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

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1 Authorization

Signature: Digitally signed by Tom Parent
Date: 2025.06.13 13:25:49-05'00'

Name: (Printed) Tom Parent

Title: Senior Operations Officer

Date: June 13, 2025

Indrotec Authorization

Signature: *Phil Proell*

Name: (Printed) Phil Proell

Title: Operations Director

Date: 5/27/2025

Exhibit A:

Deliverables:

- General
  - Contractor agrees to act as a labor staffing agency providing temporary and temp to hire personnel to Culinary and Wellness Services (CWS) operational locations.
- Requests
  - Contractor agrees to have available staff appropriate to District job classifications as required by Culinary and Wellness Services.
  - Contractor agrees to implement a standard procedure for designated district staff to request and assign temporary staff personnel including but not limited to: Lead times, skill level/job category designation, location designation, windows of work required, staff contact information and confirmation of request.
  - Contractor shall provide a standardized procedure to manage staff including but not limited to tracking hours worked, evaluating performance, resolving emergent issues, and continuing or replacing assigned temporary staff.
  - Contractor shall provide weekly reports by Friday at noon detailing all planned assignments for the following week including temporary staff name, assigned location(s) and assigned hours for District review. This report should include all requests made up to the previous day EOB.
- Administrative
  - Contractor will appoint at least one (1) primary point of contact to be available during regular operational hours who is knowledgeable in contracted goods and services to transmit, receive and process communications between parties.

Service Outcome:

- Staffing services supplied to CWS operations per determined requirements.

Method of Evaluation:

- Staff Services supplied per contract guidelines and to the satisfaction of designated CWS department personnel.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payment terms are Net 30.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

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

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

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

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

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

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

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

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

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

Indrotec Authorization

Phil Proell	Phil Proell
Signature	Name
Operations Director	5/27/2025
Title	Date

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND Indrotec

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Indrotec dated 7/1/2025 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Indrotec ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Indrotec ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/18/2025 through 6/30/2026 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400003081

Amendment Number/Change Order number: Click or tap here to enter text.

1. *Original contract amount:* 300,000
2. *Amendment amount:* 25,000
3. *Accumulative contract amount:* 325,000

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

Section 3.1: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed 325,000 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Temp. service for DCC

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: Senior Office Operations

Date: _____

Click or tap here to enter text.:

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: _____

FY25 Multi-Site BAS Upgrades- Phase 2

Contract Sum: $455,838

Contractor: Kraft Mechanical, LLC

Project Name and Number

Multiple MPS Sites
1250 West Broadway Ave.
Minneapolis, MN 55411
Minneapolis Public Schools Project Number 25MULTI013
OP#25-2531

Description

Scope includes labor, materials, equipment, and incidentals to complete all work for the Multi-Site BAS Upgrades – Phase 2 project, in accordance with Drawings and Specifications prepared by KFI Engineers.

Contract Sum details

Item	Price	Status
Base Bid	$246,893	Accepted
Alt #1:	$55,693	Accepted
Alt #2:	$21,418	Accepted
Alt #3:	$131,834	Accepted

Contract Documents

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
Exhibit B – Project Charter
Exhibit C – Owner Insurance
Exhibit D – Project Schedule
AIA Document A201-2017
AIA Document E402-2022 (optional BIM models)

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 11 day of August in the year 2025
(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)

Kraft Mechanical LLC
2330 Ventura Drive, Suite 100
Woodbury, MN. 55125
(651) 773-9000

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

MPS FY25 Multi-Sit BAS Upgrades - Phase2
1250 West Broadway Ave.
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.

Init.
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

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

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

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

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

(Table Deleted)

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

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User Notes: (3B9ADA17)

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 mayrequest Binding Dispute Resolution.

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

§ 6.2 Binding Dispute Resolution

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

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(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Kanjana Foster, Project Manager
1250 West Broadway Avenue
Minneapolis, MN 55411

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

Lauren Brodt, Controls Project Manager
2330 Ventura Drive, Suite 100
Woodbury, MN. 55125
lbrodt@Kraftcm.com
(651) 773-9000
www.Kraftcm.com

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

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§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

(Paragraphs Deleted)

EXH-B Project Charter

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(Paragraph Deleted)

EXH-C Owner Insurance
EXH-D Project Schedule

(Paragraph Deleted)

(Table Deleted)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	Brian Pearson - President *(Printed name and title)*

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

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

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PAGE 1

AGREEMENT made as of the 11 day of August in the year 2025

...

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

...

Kraft Mechanical LLC
2330 Ventura Drive, Suite 100
Woodbury, MN. 55125
(651) 773-9000

...

MPS FY25 Multi-Sit BAS Upgrades - Phase2
1250 West Broadway Ave.
Minneapolis, MN. 55411

...

KFI Engineers
670 County B Rd. W.
St. Paul, MN. 55113
(651)771-0880

PAGE 2

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

...

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

PAGE 3

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

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...

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

...

~~**Portion of Work** **Substantial Completion Date**~~

...

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

...

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

...

~~**Item** **Price**~~

...

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

...

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

...

~~**Item** **Price** **Conditions for Acceptance**~~

...

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

...

~~*(Identify each allowance.)*~~

...

~~**Item** **Price**~~

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...

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

...

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

...

~~Item~~	~~Units and Limitations~~	~~Price per Unit ($0.00)~~

...

§ 4.5 Liquidated ~~damages, if any:~~damages

PAGE 4

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

...

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

...

Owner.

...

~~**§ 4.6** Other:~~

...

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

...

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

...

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

...

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

...

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

PAGE 5

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

...

5% (five percent)

...

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

...

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

...

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

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

...

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

...

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

PAGE 6

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

...

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

...

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

...

~~*(Insert rate*~~

...

§ 5.4 Prompt Payment to Subcontractors

...

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

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...

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

...

§ 6.1.1 Mediation

...

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

...

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

...

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

...

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

PAGE 7

[X] Litigation in a court of competent jurisdiction

...

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

...

Kanjana Foster, Project Manager
1250 West Broadway Avenue

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User Notes: (3B9ADA17)

Minneapolis, MN 55411

...

Lauren Brodt, Controls Project Manager
2330 Ventura Drive, Suite 100
Woodbury, MN. 55125
lbrodt@Kraftcm.com
(651) 773-9000
www.Kraftcm.com

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

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

...

.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

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~~(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~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jibriil Yusuf, 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 15:51:58 on 08/11/2025 under Order No. 20250112486 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)

Manager, Planning, Design, & Construction

(Title)

08/11/2025

(Dated)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 11 day of August in the year 2025
(In words, indicate day, month and year.)

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

MPS FY25 Multi-Sit BAS Upgrades - Phase2
1250 West Broadway Ave. Minneapolis, MN. 55411

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)

Kraft Mechanical LLC
2330 Ventura Drive, Suite 100. Woodbury, MN. 55125

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.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance 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.

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

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

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

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

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

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

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

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

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

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including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the 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.

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§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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

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

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

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

(Paragraph deleted)

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

.

(Paragraphs deleted)

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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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 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

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Additions and Deletions Report for

AIA® Document A101® – 2017 Exhibit A

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

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 15:54:56 on 08/11/2025.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 11 day of August in the year 2025

...

MPS FY25 Multi-Sit BAS Upgrades - Phase2
1250 West Broadway Ave. Minneapolis, MN. 55411

...

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

...

Kraft Mechanical LLC
2330 Ventura Drive, Suite 100. Woodbury, MN. 55125

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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 .

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~~**§ 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.
PAGE 6

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.~~

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

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

[–] ~~**§ A.3.3.2.6 Other Insurance**~~

~~*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*~~

~~**Coverage**~~	~~**Limits**~~

§ A.3.4 Performance Bond and Payment Bond

...

Payment Bond	Full contract value
Performance Bond	Full contract value

...

None

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

MPS FY25 Multi-Site BAS Upgrades- Phase 2
1250 West Broadway Ave. Minneapolis, MN. 55411

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

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

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

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

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.

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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.

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§ 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.

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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:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.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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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.

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PAGE 1

MPS FY25 Multi-Site BAS Upgrades- Phase 2
1250 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. St. Paul, MN.55113

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.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jibriil Yusuf, 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 15:56:15 on 08/11/2025 under Order No. 20250112486 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)

Manager, Planning, Design, & Construction

(Title)

08/11/2025

(Dated)

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Exhibit B – Project Charter

FY25 Multi-Site BAS Upgrades- Phase 2

Description

Scope includes labor, materials, equipment, and incidentals to complete all work for the Multi-Site BAS Upgrades – Phase 2 project, in accordance with Drawings and Specifications prepared by KFI Engineers.

Contract Sum

The Contract Sum shall be $455,838

Alternates

Item	Price	Status
Alternate #1	$55,693	Accepted
Alternate #2	$21,418	Accepted
Alternate #3	$131,834	Accepted

Conditions

Item	Price	Conditions for Acceptance
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 additional to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

   a. Professional Liability Coverage of $2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below $2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."

   b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.

   c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE
   The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

   a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR'S INSURANCE – to be used with AIA A101-2017
   The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

   a. Commercial General Liability

      i. General Aggregate $1,500,000

      ii. Products/Completed Operations Aggregate $1,500,000

      iii. Per Occurrence $1,500,000

      The Owner shall be named as additional insured for Commercial General Liability Insurance

   b. Automobile Insurance

      i. Per Occurrence $1,000,000

      ii. PIP Basic

      iii. Underinsured Motorist $1,000,000

      iv. Uninsured Motorist $1,000,000

   c. Workers Compensation

      i. Coverage A is statutory.

      ii. Coverage B $500,000 Each Accident

      iii. $500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

   i. Per Claim $2,000,000

   For Projects with an estimated construction cost of over $10,000,000 or major structural work, additional Aggregate coverage of $4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

f. Property Insurance

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

   This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders “all risk” Insurance

   i. Per Claim $2,000,000

   ii. Aggregate $4,000,000

   This insurance is only required for additions exceeding $10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

   i. Aggregate limit $5,000,000

   This insurance is required only for projects larger than $10,000,000 in total construction costs.

Exhibit D – Project Schedule

Project Name and Number

MPS Project Number: 25MULTI013 BAS Phase 2

Project Name: FY25 Multi-Site BAS Upgrades Phase 2

MPS Sites: Cityview, North Star, Roosevelt, FAIR, Davis Center

OP#: 25-2531

Description

Scope includes labor, materials, equipment, and incidentals to complete all work for the BAS Upgrades – Phase 2 project, in accordance with Drawings and Specifications prepared by KFI Engineers.

Schedule

- Receive Bids: July 22, 2025
- Contingent on Board of Education Approval: September 9, 2025
- Pre-Construction Meeting: October 2, 2025 (Approximately)
- Construction Commences: October 6, 2025
- Substantial Completion: August 14, 2026
- Final Completion: September 30, 2026
- 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 September 30, 2026

FY25 Nutrition Center Water Heaters

Contract Sum: $102,700

Contractor: Core Mechanical Services, LLC

24NUTR001 – Water Heaters

Nutrition Center
812 Plymouth Avenue N
Minneapolis, MN 55411
Minneapolis Public Schools Project Number 24NUTR001
OP 25-2532

Description

The contract includes general construction work, including mechanical, plumbing, and electrical work required for the Nutrition Center Water Heater Replacement. Replacement of existing water heater with (2) new high-efficiency condensing gas water heaters, as well as abandoning a steam-to-domesitc hot water plate heat exchanger.

Contract Sum details

Item	Price	Status
Base Bid	$43,900	accepted
Alt #1:	$58,800	accepted

Contract Documents

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

AIA® Document A101® – 2017

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

AGREEMENT made as of the 01 day of August in the year 2025
(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)

Core Mechanical Services, LLC
4796 Merganser Drive
Minnetrista, MN 55375

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

24NUTR001 – Water Heaters
812 Plymouth Avenue N
Minneapolis, MN 55411

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

KFI Engineers
670 County B Rd W
Saint 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.

Init.
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

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

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

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

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

(Table Deleted)

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

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Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated
damages for delay (but not as penalty), Contractor shall pay Owner $1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the
Owner.

(Paragraph Deleted)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Paragraph Deleted)

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

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

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

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

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

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

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

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.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

(Paragraph Deleted)

5% (five percent)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as
determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

(Paragraph Deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

(Paragraph Deleted)

§ 5.4 Prompt Payment to Subcontractors

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

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.

§ 6.1.1 Mediation

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

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

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

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

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

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[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Mauricio Ochoa
1250 West Broadway Avenue
Minneapolis, MN 55411

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

Emily Boller
Core Mechanical Services, LLC
4796 Merganser Drive
Minnetrista, MN 55375
emilyb@coremechanicalservice.com

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

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§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

(Paragraphs Deleted)

EXH-B Project Charter

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(Paragraph Deleted)

EXH-C Owner Insurance
EXH-D Project Schedule

(Paragraph Deleted)

(Table Deleted)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

Emily Boller -owner
(Printed name and title)

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Additions and Deletions Report for
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PAGE 1

AGREEMENT made as of the 01 day of August in the year 2025

...

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

...

Core Mechanical Services, LLC
4796 Merganser Drive
Minnetrista, MN 55375

...

24NUTR001 – Water Heaters
812 Plymouth Avenue N
Minneapolis, MN 55411

...

KFI Engineers
670 County B Rd W
Saint 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**~~

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...

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

...

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

...

~~Item~~	~~Units and Limitations~~	~~Price per Unit ($0.00)~~

...

§ 4.5 Liquidated ~~damages, if any:~~damages

PAGE 4

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

...

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

...

Owner.

...

~~**§ 4.6** Other:~~

...

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

...

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

...

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

...

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

...

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

PAGE 5

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

...

5% (five percent)

...

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

...

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

...

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

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

...

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

...

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

PAGE 6

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

...

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

...

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

...

~~*(Insert rate*~~

...

§ 5.4 Prompt Payment to Subcontractors

...

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

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...

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

...

§ 6.1.1 Mediation

...

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

...

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

...

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

...

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

PAGE 7

[X] Litigation in a court of competent jurisdiction

...

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

...

Mauricio Ochoa
1250 West Broadway Avenue

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User Notes: (3B9ADA13)

Minneapolis, MN 55411

...

Emily Boller
Core Mechanical Services, LLC
4796 Merganser Drive
Minnetrista, MN 55375
emilyb@coremechanicalservice.com

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

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

...

.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~~

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User Notes: (3B9ADA13)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jibriil Yusuf, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:51:25 on 08/01/2025 under Order No. 20250112486 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)

Manager, Planning, Design, & Construction

(Title)

08/01/2025

(Dated)

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User Notes: (3B9ADA13)

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 01 day of August in the year 2025
(In words, indicate day, month and year.)

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

24NUTR001 – Water Heaters
812 Plymouth Avenue N, Minneapolis, MN 55411

THE OWNER:
(Name, legal status and address)

Minneapolis Public Schools Special School District #1
1250 W Broadway Avenue, Minneapolis, MN 55405

THE CONTRACTOR:
(Name, legal status and address)

Core Mechanical Services, LLC
4796 Merganser Drive, Minnetrista, MN 55375

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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

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

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

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance 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.

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

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

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

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

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

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

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

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

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

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including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the 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.

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§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

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

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

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

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

(Paragraph deleted)

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

.

(Paragraphs deleted)

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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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 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

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Additions and Deletions Report for

AIA® Document A101® – 2017 Exhibit A

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 01 day of August in the year 2025

...

24NUTR001 – Water Heaters
812 Plymouth Avenue N, Minneapolis, MN 55411

...

Minneapolis Public Schools Special School District #1
1250 W Broadway Avenue, Minneapolis, MN 55405

...

Core Mechanical Services, LLC
4796 Merganser Drive, Minnetrista, MN 55375

PAGE 4

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

PAGE 5

§ 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 .

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User Notes: (1850046519)

~~**§ 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.~~

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

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

[–] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**

§ A.3.4 Performance Bond and Payment Bond

...

Payment Bond	Full contract value
Performance Bond	Full contract value

...

None

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

24NUTR001 – Water Heaters812 Plymouth Avenue N, 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 Engineers670 County B Rd W, Saint Paul, MN 55113

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

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

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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.

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§ 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.

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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:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.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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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 10:07:51 on 08/01/2025.

PAGE 1

24NUTR001 – Water Heaters812 Plymouth Avenue N, Minneapolis, MN 55411

...

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

...

KFI Engineers670 County B Rd W, Saint Paul, MN 55113

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.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jibriil Yusuf, 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 10:07:51 on 08/01/2025 under Order No. 20250112486 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)

Manager, Planning, Design, & Construction

(Title)

08/01/2025

(Dated)

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Exhibit B – Project Charter

24NUTR001 – Water Heaters

Description

The contract includes general construction work, including mechanical, plumbing, and electrical work required for the Nutrition Center Water Heater Replacement. Replacement of existing water heater with (2) new high-efficiency condensing gas water heaters, as well as abandoning a steam-to-domesitc hot water plate heat exchanger.

Contract Sum

The Contract Sum shall be $102,700

Alternates

Item	Price	Status
Base Bid	$43,900	Accepted
Alternate 01	$58,800	Accepted

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:
   The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

   a. Worker's Compensation and Employer's Liability Insurance

      i. Coverage A is statutory.

      ii. Coverage B
      $500,000 Each Accident
      $500,000 Each Employee
      $500,000 Policy Limit (Disease)

   b. Comprehensive General Liability Insurance *

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Per Occurrence	$1,000,000
Medical Payments	$10,000

   * The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

   c. Automobile Insurance

Per Occurrence	$1,000,000
PIP	Basic
Underinsured Motorist	$1,000,000
Uninsured Motorist	$1,000,000

   d. Professional Liability Insurance

      i. Per Claim $2,000,000

ii. For projects with an estimated construction Contract Sum of over $10,000,000 or major structural work an aggregate is required as follows:
Aggregate $4,000,000

e. Umbrella Liability Insurance

i. Per Occurrence $2,000,000

ii. For projects with an estimated construction Contract Sum of over $10,000,000 or major structural work an aggregate is required as follows:
Aggregate $2,000,000

f. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim $1,000,000

ii. Aggregate $1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are $1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT'S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner's lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner's lender(s) do procure or maintain such insurance, the Owner or the Owner's lender(s) shall have, in additional to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

   a. Professional Liability Coverage of $2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below $2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."

   b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.

   c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE
   The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

   a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR'S INSURANCE – to be used with AIA A101-2017
   The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

   a. Commercial General Liability

      i. General Aggregate $1,500,000

      ii. Products/Completed Operations Aggregate $1,500,000

      iii. Per Occurrence $1,500,000

      The Owner shall be named as additional insured for Commercial General Liability Insurance

   b. Automobile Insurance

      i. Per Occurrence $1,000,000

      ii. PIP Basic

      iii. Underinsured Motorist $1,000,000

      iv. Uninsured Motorist $1,000,000

   c. Workers Compensation

      i. Coverage A is statutory.

      ii. Coverage B $500,000 Each Accident

      iii. $500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

   i. Per Claim $2,000,000

   For Projects with an estimated construction cost of over $10,000,000 or major structural work, additional Aggregate coverage of $4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

f. Property Insurance

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

   This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders “all risk” Insurance

   i. Per Claim $2,000,000

   ii. Aggregate $4,000,000

   This insurance is only required for additions exceeding $10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

   i. Aggregate limit $5,000,000

   This insurance is required only for projects larger than $10,000,000 in total construction costs.

Exhibit D – Project Schedule

Project Name & Number

MPS Project Number: 24NUTR001

Project Name: Water Heaters Replacement

School: Nutrition Center

Address: 812 Plymouth Avenue N, Minneapolis, MN 55411

OP#: 25-2532

Description

The contract includes general construction work, including mechanical, plumbing, and electrical work required for the Nutrition Center Water Heater Replacement. Replacement of existing water heater with (2) new high-efficiency condensing gas water heaters, as well as abandoning a steam-to-domesitc hot water plate heat exchanger.

Schedule

Board Meeting Approval: September 9, 2025

Construction Commences: October 1, 2025 – Pending Board Approval

Pre-Construction Meeting: October 1, 2025

Substantial Completion: December 19, 2025

- Close out Documents no later than 45 days past date of Substantial Completion

Substantial Completion

The Work will be substantially complete on or before December 19, 2025

MINNEAPOLIS PUBLIC SCHOOLS

Planning, Design & Construction Department

Construction Contract Change Order Cover Sheet

		Request Date	8/22/2025
Project Name	2025 Justice Page MS Exterior Stair Repairs	Project Number	24PAGE002
Contractor Name	Morcon Construction Company	Substantial Completion Date:	9/1/2025
Board Authorized Amount	$ 241,800.00	Board Authorized Date	5/13/2025
Original Contract Amount	$ 219,800.00	Contract Date:	5/13/2025
SRM #	4400003044		

Summary of Change Orders

Change Order #1	$	12,200.91	Northeast Wall Repair
Change Order #2	$	6,615.36	Wall Stone Replacement
Change Order #3	$	44,879.36	Additions to accomediate existing condtions
Change Order #4	$	-	
Change Order #5	$	-	
Change Order #6	$	-	
		Total of Change Orders	$ 63,695.63

AMOUNT OF THIS CHANGE ORDER #	**3**	**$ 44,879.36**

Total Amount of Change Orders to Date	**$ 18,816.27**
REVISED CONTRACT AMOUNT	**$283,495.63**
Revised Date of Substantial Completion	9/1/2025
Date of Requested Board Action	9/9/2025

Reviewed By: Jibriil Yusuf — Date: 08/22/2025

Manager, Planning, Design & Construction

Reviewed by: Tom Streif — Date: 8/25/2025

Procurement

Approved By: _____ — Date: _____

Senior Operations Officer

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Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
2025 Justice Page Middle School Exterior Stair Repairs 1 West 49th Street Minneapolis, MN 55419	Contract For: General Construction Date: May 13, 2025	Change Order Number: 003 Date: 8/05/2025
OWNER: *(Name and address)* Minneapolis Public Schools (MPS) Special District No. 1 1250 W. Broadway Ave. Minneapolis, MN 55411-2533	**ARCHITECT:** *(Name and address)* Meyer Borgman Johnson 510 Marquette Ave South Suite 900 Minneapolis, MN 554402	**CONTRACTOR:** *(Name and address)* Morcon Construction Co., Inc. 5151 Industrial Blvd NE Fridley, MN 55421

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Exhibit A
Change Request #3 Stone Handrail Cleaning - $7,093.85
Change Request #5 Saw Cut Foundation Wall In The Basement For Access Under The Stairs - $4,799.66
Change Request #6 Stone Patching At The Base Of The Concrete Slab - $5,696.93
Change Request #7 New Stone Column Base (Materials Only) - $1,668.21
Change Request #8 New Indiana Limestone Pieces For The Lower Stair Walls - $8,659.63
Change Request #10 Additional Concrete Demolition, Access Hatch For Basement Wall And Increase Landing To 10 inches Of Concrete - $10,471.34
Change Request #12 Additional General Conditions - $6,489.74

The original Contract Sum was	$	219,800.00
The net change by previously authorized Change Orders	$	18,816.27
The Contract Sum prior to this Change Order was	$	238,616.27
The Contract Sum will be increased by this Change Order in the amount of	$	44,879.36
The new Contract Sum including this Change Order will be	$	283,495.63

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

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

Meyer Borgman Johnson	Morcon Construction Co., Inc.	Minneapolis Public Schools (MPS) Special District No. 1
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Signed by: Brandon Hines **SIGNATURE**	Signed by: Tony Harrington **SIGNATURE**	**SIGNATURE**
Brandon Hines Project Manager	Tony Harrington, Project Manager	Tom Parent, Sr. Operations Officer
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
08/05/2025 | 2:05 PM PDT	08/05/2025 | 2:15 PM PDT	
DATE	**DATE**	**DATE**

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MORCON CONSTRUCTION CO., INC.
5151 INDUSTRIAL BLVD. NE
FRIDLEY, MN 55421
Ph : 763-546-6066

Change Order

Contractor: MORCON CONSTRUCTION CO., INC.
5151 INDUSTRIAL BLVD. NE
FRIDLEY, MN 55421

Change Order: 3
Date: 8/5/2025
Job: AH-25-049 2025 JUSTICE PAGE MS STAIR

Description: Change Order #03

The Contract is changed as follows:

3	Change Request #03 - Stone Handrail Cleaning	$7,093.85
5	Change Request #05 - Saw Cut Foundation Wall for Stair Access	$4,799.66
6	Change Request #06 - Stone Patching at Base of Concrete Slab	$5,696.93
7	Change Request #07 - New Stone Column Base (Material Only)	$1,668.21
8	Change Request #08 - New Indiana Limestone Pieces for Stair Walls	$8,659.63
10	Change Request #10 - Addeundum #1 Changes	$10,471.34
12	Change Request #12 - Additional General Conditions	$6,489.74

TOTAL: **$44,879.36**

The original Contract Amount was	$219,800.00
Net change by previously authorized Change Orders	$18,816.27
The Contract Amount prior to this Change Order was	$238,616.27
The Contract will be increased by this Change Order in the amount of	$44,879.36
The new Contract Amount including this Change Order will be	$283,495.63

The date of Substantial Completion as of the date of this Change Order therefore is

ARCHITECT	CONTRACTOR	OWNER
Brandon Hines (MEYER BORGMAN&JOHNSON	MORCON CONSTRUCTION CO., INC.	Diedra Geye (MINNEAPOLIS PUBLIC SCHOOL
801 NICOLLET MALL	5151 INDUSTRIAL BLVD. NE	1250 West Broadway Avenue
MINNEAPOLIS, MN 55402	FRIDLEY, MN 55421	Minneapolis, MN 55411
Signed Date	Signed Date	Signed Date

Please sign and return Original to MORCON CONSTRUCTION CO., INC.

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

MORCON CONSTRUCTION

5151 INDUSTRIAL BLVD. NE
FRIDLEY, MN 55421
Ph : 763-546-6066

Change Request

To: Diedra Geye
MINNEAPOLIS PUBLIC SCHOOLS
1250 West Broadway Avenue
Minneapolis, MN 55411
Ph: (612)668-0055

Number: 3
Date: 6/10/25
Job: AH-25-049 2025 JUSTICE PAGE MS STAIR

Description: Change Request #03 - Stone Handrail Cleaning

Reason: Field Condition
Initiated by: AMERICAN MASONRY INC dba (Fridley, MN)

We are pleased to offer the following specifications and pricing to make the following changes:

Chemical clean and pressure wash existing stone handrail.

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
Supervision / Coordination of additional scope	Labor	4.00	HRS	$125.00	$500.00
				Subtotal:	$500.00

Work performed by subcontractors:

Description	Subcontractor				Price
American Masonry Restoration - Stone Handrail Cleaning					$6,118.00
				Subtotal:	$6,118.00
				Subtotal:	**$6,618.00**
	Morcon OH&P	$500.00	10.00%		$50.00
	Sub OH&P	$6,118.00	5.00%		$305.90
	Insurance & Bonds	$6,973.90	1.72%		$119.95
				Total:	**$7,093.85**

Please note that MORCON CONSTRUCTION CO., INC. will require an extra 5 Days.

At this time we have not included any provisions for unforseen conditions, overtime premiums, schedule delays, out of sequence work, labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Tony Harrington (763)205-8560
MORCON CONSTRUCTION CO INC
tharrington@morcon.com

Approved by: _____
Date: _____

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

AMERICAN MASONRY RESTORATION

7701 East River Road Fridley, MN 55432 763-502-1400 Fax 763-502-1400 WWW.americanmasonry.net

June 10, 2025

Mr. Tony Harrington
Project Manager
Morcon Construction
5151 Industrial BLVD
Fridley, MN 55432

Re: Justice Page Middle School Additional Stone Cleaning

Dear Tony,

Per our conversation please see below for the cost to provide additional chemical and hot water cleaning at the upper stair railing stones.

Estimate for additional work:
Total labor hours: 48 hours x $116.00 = $5,568.00
Additional equipment hot water pressure washer:: $150.00
Additional materials: $400.0

Total Estimate: $6,118.00

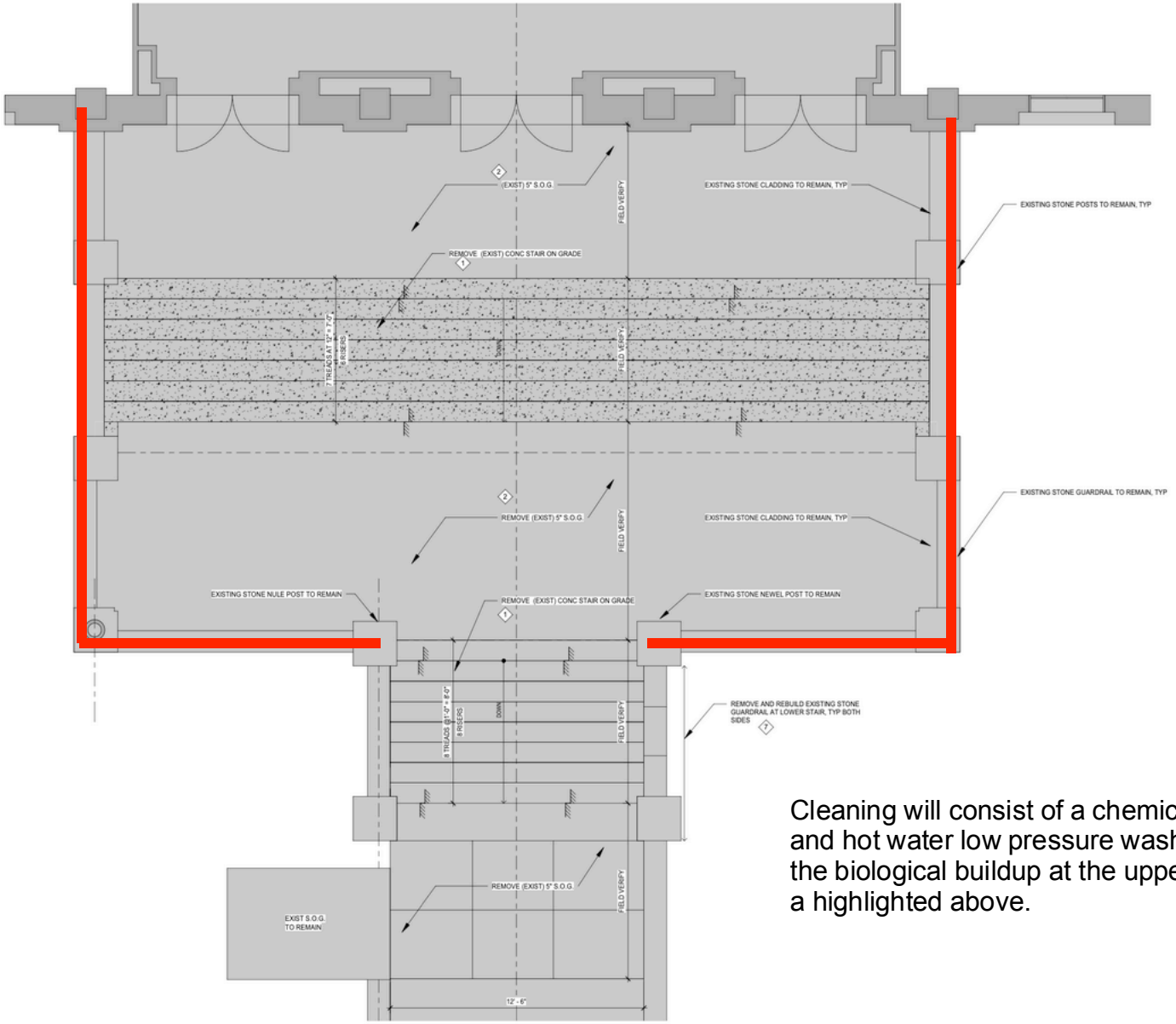
Please let us know how to proceed ASAP.

Sincerely,

AMERICAN MASONRY RESTORATION

Dustin R. Sly

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25



Cleaning will consist of a chemical cleaning and hot water low pressure wash to remove the biological buildup at the upper stone railings a highlighted above.

DEMOLITION PLAN

3/8" = 1'-0"

GENERAL NOTES:
1. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS, SLOPES, ELEVATIONS AND QUANTITIES OF ALL EXISTING ELEMENTS.
2. DO NOT DAMAGE EXISTING STONE GUARD RAIL OR CLADDING PANELS.
3. CLADDING PANELS MAY BE REMOVED AND REPLACED AS REQUIRED.
4. DO NOT DAMAGE UNDERLYING GRADEBEAMS AND FOUNDATION WALLS.

MB
TEL: 612.338.0713
FAX: 612.337.5325
mbjeng.com
510 MARQUETTE
SUITE 900
MINNEAPOLIS, M

2025 Exterior Stair Repairs
Justice Page Middle School
NICOLLET AVE BETWEEN 49TH AND 50TH STREETS W

REVISIONS

#	REV

PROFESSIONAL ENGINEER
I hereby certify that this plan, specifica
report was prepared by me or under m
supervision and that I am a duly Licen
Professional Engineer under the laws
state of Minnesota
Daniel E. Murphy
Print Name:
Signature:
03/27/25
Date:
13373
License #:

Issue:
Commission #:
Date:
Checked By:
Drawn By:
Scale:
Sheet Title:
DEMOLITION PLAN
Sheet Number:
S20(

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

MORCON CONSTRUCTION

5151 INDUSTRIAL BLVD. NE
FRIDLEY, MN 55421
Ph : 763-546-6066

Change Request

To: Diedra Geye
MINNEAPOLIS PUBLIC SCHOOLS
1250 West Broadway Avenue
Minneapolis, MN 55411
Ph: (612)413-5799

Number: 5
Date: 6/24/25
Job: AH-25-049 2025 JUSTICE PAGE MS STAIR

Description: Change Request #05 - Saw Cut Foundation Wall for Stair Access

Reason: Unforeseen Condition

We are pleased to offer the following specifications and pricing to make the following changes:

Saw Cut 36-3/8 X 36-3/8 opening in 18" foundation wall to gain access under existing exterior stairs.

Access Door Material and Install by Owners

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
Supervision / Coordination of additional scope of work	Labor	4.00	HRS	$125.00	$500.00
				Subtotal:	$500.00

Work performed by subcontractors:

Description	Subcontractor				Price
Jewell Scanning & Coring - Saw Cutting					$3,970.00
				Subtotal:	$3,970.00
				Subtotal:	**$4,470.00**
	Morcon OH&P	$500.00	10.00%		$50.00
	Sub OH&P	$3,970.00	5.00%		$198.50
	Insurance & Bonds	$4,718.50	1.72%		$81.16
				Total:	**$4,799.66**

Please note that MORCON CONSTRUCTION CO., INC. will require an extra 10 Days.

At this time we have not included any provisions for unforseen conditions, overtime premiums, schedule delays, out of sequence work, labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Tony Harrington (763)205-8560
MORCON CONSTRUCTION CO INC
tharrington@morcon.com

Approved by: _____
Date: _____

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

MORCON CONSTRUCTION

5151 INDUSTRIAL BLVD. NE
FRIDLEY, MN 55421
Ph : 763-546-6066

Change Request

To: Diedra Geye
MINNEAPOLIS PUBLIC SCHOOLS
1250 West Broadway Avenue
Minneapolis, MN 55411
Ph: (612)413-5799

Number: 6
Date: 7/8/25
Job: AH-25-049 2025 JUSTICE PAGE MS STAIR

Description: Change Request #06 - Stone Patching at Base of Concrete Slab

Reason: Unforeseen Condition
Initiated by: AMERICAN MASONRY INC dba (Fridley, MN)

We are pleased to offer the following specifications and pricing to make the following changes:

Patch existing stone handrail base where concrete slab was removed and stone was delaminated.

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
Supervision / Coordination of additional scope of work	Labor	2.00	HRS	$125.00	$250.00
				Subtotal:	$250.00

Work performed by subcontractors:

Description	Subcontractor				Price
American Masonry - Stone Patching Base of Existing Handrails	AMERICAN MASONRY INC				$5,072.00
				Subtotal:	$5,072.00
				Subtotal:	**$5,322.00**
	Morcon OH&P	$250.00	10.00%		$25.00
	Sub OH&P	$5,072.00	5.00%		$253.60
	Insurance & Bonds	$5,600.60	1.72%		$96.33
				Total:	**$5,696.93**

Please note that MORCON CONSTRUCTION CO., INC. will require an extra 2 Days.

At this time we have not included any provisions for unforseen conditions, overtime premiums, schedule delays, out of sequence work, labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Tony Harrington (763)205-8560
MORCON CONSTRUCTION CO INC
tharrington@morcon.com

Approved by: _____
Date: _____

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

AMERICAN MASONRY RESTORATION

7701 East River Road Fridley, MN 55432 763-502-1400 Fax 763-502-1400 WWW.americanmasonry.net

July 8, 2025

Mr. Tony Harrington
Project Manager
Morcon Construction
5151 Industrial BLVD
Fridley, MN 55432

Re: Justice Page Middle School Additional Scope Pricing

Dear Tony,

Per our conversation please see below for the cost for the additional work items discussed.

Estimates for additional work:

1. Stone Patching at base of removed concrete slab:
   Labor: $3,712.00
   Material: $1,360.00
   Total Stone Patching: $5,072.00

2. New Stone Column Base (material only): 1,300.00

3. New Indiana Limestone pieces for side stairwalls:
   Labor: $2,784.00
   Materials: $4,800.00
   Total New Limestone: $7,584.00

4. Lintel at Steps:
   Labor: $1,600.00
   Materials: $1,475.00
   Total Lintels: $3,075.00

Please let us know how to proceed ASAP.

Sincerely,

AMERICAN MASONRY RESTORATION

Dustin R. Sly

Exterior Building Maintenance & Repair

Repointing
Caulking
Brick/Stone Repair
Exterior Painting
Chemical Cleaning

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

MORCON CONSTRUCTION

5151 INDUSTRIAL BLVD. NE
FRIDLEY, MN 55421
Ph : 763-546-6066

Change Request

To: Diedra Geye
MINNEAPOLIS PUBLIC SCHOOLS
1250 West Broadway Avenue
Minneapolis, MN 55411
Ph: (612)413-5799

Number: 7
Date: 7/8/25
Job: AH-25-049 2025 JUSTICE PAGE MS STAIR

Description: Change Request #07 - New Stone Column Base (Material Only)

We are pleased to offer the following specifications and pricing to make the following changes:

Order new stone column base. (Material Only) Install figured in base bid.

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
Supervision / Coordination of additional scope of work	Labor	2.00	HRS	$125.00	$250.00
				Subtotal:	$250.00

Work performed by subcontractors:

Description	Subcontractor				Price
American Masonry - Stone Column Base	AMERICAN MASONRY INC				$1,300.00
				Subtotal:	$1,300.00
				Subtotal:	**$1,550.00**
		Morcon OH&P	$250.00	10.00%	$25.00
		Sub OH&P	$1,300.00	5.00%	$65.00
		Insurance & Bonds	$1,640.00	1.72%	$28.21
				Total:	**$1,668.21**

The schedule is not affected by this change.

At this time we have not included any provisions for unforseen conditions, overtime premiums, schedule delays, out of sequence work, labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Tony Harrington (763)205-8560
MORCON CONSTRUCTION CO INC
tharrington@morcon.com

Approved by: _____
Date: _____

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

AMERICAN MASONRY RESTORATION

7701 East River Road Fridley, MN 55432 763-502-1400 Fax 763-502-1400 WWW.americanmasonry.net

July 8, 2025

Mr. Tony Harrington
Project Manager
Morcon Construction
5151 Industrial BLVD
Fridley, MN 55432

Re: Justice Page Middle School Additional Scope Pricing

Dear Tony,

Per our conversation please see below for the cost for the additional work items discussed.

Estimates for additional work:

1. Stone Patching at base of removed concrete slab:
   Labor: $3,712.00
   Material: $1,360.00
   Total Stone Patching: $5,072.00

2. New Stone Column Base (material only): 1,300.00

3. New Indiana Limestone pieces for side stairwalls:
   Labor: $2,784.00
   Materials: $4,800.00
   Total New Limestone: $7,584.00

4. Lintel at Steps:
   Labor: $1,600.00
   Materials: $1,475.00
   Total Lintels: $3,075.00

Please let us know how to proceed ASAP.

Sincerely,

AMERICAN MASONRY RESTORATION

Dustin R. Sly

Exterior Building Maintenance & Repair

Repointing
Caulking
Brick/Stone Repair
Exterior Painting
Chemical Cleaning

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

MORCON CONSTRUCTION

5151 INDUSTRIAL BLVD. NE
FRIDLEY, MN 55421
Ph : 763-546-6066

Change Request

To: Diedra Geye
MINNEAPOLIS PUBLIC SCHOOLS
1250 West Broadway Avenue
Minneapolis, MN 55411
Ph: (612)413-5799

Number: 10
Date: 8/1/25
Job: AH-25-049 2025 JUSTICE PAGE MS STAIR

Description: Change Request #10 - Addeundum #1 Changes

Reason: Field Condition

We are pleased to offer the following specifications and pricing to make the following changes:

Additional concrete demo, added 6" rigid insulation infill, added 4'-0" x 4'-0" access opening in stair slab.

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
Supervision / Coordination of additional scope of work	Labor	8.00	HRS	$125.00	$1,000.00
General Labor - Additional Concrete Demo	Labor	64.00	HRS	$118.00	$7,552.00
General Labor - Additional 4'-0" x 4'-0" access opening	Labor	6.00	HRS	$118.00	$708.00
General Labor - Core Drills	Labor	8.00	HRS	$118.00	$944.00
				Subtotal:	$10,204.00

Work performed by subcontractors:

Description	Subcontractor				Price
Jewell Scanning & Coring - Additional Saw Cutting on Interior					$550.00
Morcon Concrete - Additional Opening Infill & 10" Thick Middle Landing	MORCON CONCRETE DIVISION				$-1,435.83
				Subtotal:	$-885.83
				Subtotal:	**$9,318.17**
	Morcon OH&P	$10,204.00	10.00%		$1,020.40
	Sub OH&P	-$885.83	5.00%		$-44.29
	Insurance & Bonds	$10,294.28	1.72%		$177.06
				Total:	**$10,471.34**

Please note that MORCON CONSTRUCTION CO., INC. will require an extra 10 Days.

At this time we have not included any provisions for unforseen conditions, overtime premiums, schedule delays, out of sequence work, labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Tony Harrington (763)205-8560
MORCON CONSTRUCTION CO INC
tharrington@morcon.com

Approved by: _____
Date: _____

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

MORCON CONSTRUCTION

5151 INDUSTRIAL BLVD. NE
FRIDLEY, MN 55421
Ph : 763-546-6066

Change Request

To: Tony Harrington
MORCON CONSTRUCTION CO INC
5151 Industrial Blvd NE
Fridley, MN 55421
Ph: (763)205-8560 x8561

Number: 2rx1
Date: 7/16/25
Job: TH-25-049 CONC. AH - Justice Page Stair

Description: 07.11.2025 - Updated Plan Set "Addendum 1"

We are pleased to offer the following specifications and pricing to make the following changes:

REVISED
Reduce thickness of slab at top landing
Increase thickness of slab middle landing
Remove rebar/add mesh - MT & LA
Access InFIll - Provide and install dowels/form underside/pour - assumed to be complete with other scopes at the site, Not a specific mobilization to isolate this pour.

Work performed by us:

Description	Quantity	Unit	Unit Price	Price
READY MIX CONCRETE	4.00	yds	$165.00	$660.00
REBAR	-1,740.00	lf	$1.20	$-2,088.00
Rebar Install	-16.00	HRS	$100.00	$-1,600.00
Drill Dowels at InFill Slab	4.00	HRS	$100.00	$400.00
Install Rebar	2.00	HRS	$100.00	$200.00
Rebar and Dowel MT	96.00	lf	$1.20	$115.20
Form Underside of Slab	4.00	HRS	$100.00	$400.00
Pour InFill	3.00	HRS	$100.00	$300.00
Strip & Clean Up	1.00	HRS	$100.00	$100.00
READY MIX CONCRETE	0.50	yds	$165.00	$82.50
Plywood /fasteners and Shore Post	1.00	ls	$125.00	$125.00
			Subtotal:	$-1,305.30

			Subtotal:	**$-1,305.30**
	Self-Performed	-$1,305.30	10.00%	$-130.53
			Total:	**$-1,435.83**

The schedule is not affected by this change.

At this time we have not included any provisions for unforseen conditions, overtime premiums, schedule delays, out of sequence work, labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Tony Hall (763)546-6066
MORCON CONSTRUCTION CO INC
thall@morcon.com

Approved by: _____
Date: _____

Docusign Envelope ID: 8850E757-9D3B-42AD-A864-22BF3B9A2C25

MORCON CONSTRUCTION

5151 INDUSTRIAL BLVD. NE
FRIDLEY, MN 55421
Ph : 763-546-6066

Change Request

To: Diedra Geye
MINNEAPOLIS PUBLIC SCHOOLS
1250 West Broadway Avenue
Minneapolis, MN 55411
Ph: (612)413-5799

Number: 12
Date: 7/25/25
Job: AH-25-049 2025 JUSTICE PAGE MS STAIR

Description: Change Request #12 - Additional General Conditions

We are pleased to offer the following specifications and pricing to make the following changes:

Additional General Conditions Due to longer schedule

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
Supervision / Coordination	Labor	40.00	HRS	$125.00	$5,000.00
Rentals - Toilets/Dumpsters/Fencing	Equipment				$800.00
				Subtotal:	$5,800.00
				Subtotal:	**$5,800.00**
	Morcon OH&P	$5,800.00		10.00%	$580.00
	Sub OH&P				$0.00
	Insurance & Bonds	$6,380.00		1.72%	$109.74
				Total:	**$6,489.74**

The schedule is not affected by this change.

At this time we have not included any provisions for unforseen conditions, overtime premiums, schedule delays, out of sequence work, labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Tony Harrington (763)205-8560
MORCON CONSTRUCTION CO INC
tharrington@morcon.com

Approved by: _____
Date: _____

Docusign Envelope ID: 592000CB-344D-43B8-AB34-107DC9C20C3B

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 Rethink Ed, a corporation under the laws of the State "Contractor" (collectively "parties") to provide Vizzle Classroom Access Professional Development to the teachers and adults who support student learning.

TERM OF CONTRACT

1.1. This Contract is effective on 9/5/2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2026, 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 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

Contractor shall perform all of the services set forth herein. Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

2.1. Deliverables:

Docusign Envelope ID: 592000CB-344D-43B8-AB34-107DC9C20C3B

Qty 5 Onsite Implementation Support and Qty 5 Virtual Live for Vizzle Classroom Access start date 7/1/2025 and end date 6/30/26.

2.2 Service Outcome:

Teachers will have Professional Development in August for Vizzle Classroom Access starting School Year 2025-26.

2.3 Method of Evaluation:

Teachers will have access to the Vizzle Classroom Access during Professional Development and during the order period 7/1/2025 to 6/30/2026.

3. CONSIDERATION AND TERMS OF PAYMENT

3.1. The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as follows. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $101,748. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2. Payment shall be made by District within thirty (30) days upon Contractor's presentation of an 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. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3. ***Taxes.***
District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota

Docusign Envelope ID: 592000CB-344D-43B8-AB34-107DC9C20C3B

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.

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

4. AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

4.1. 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.

5. BACKGROUND CHECKS

5.1. 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.

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.

6. DATA PRIVACY

Docusign Envelope ID: 592000CB-344D-43B8-AB34-107DC9C20C3B

6.1. 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.

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

7. OWNERSHIP OF MATERIAL

7.1. 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.

8. INDEPENDENT CONTRACTOR

8.1. 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.

Docusign Envelope ID: 592000CB-344D-43B8-AB34-107DC9C20C3B

8.2. District does not have the right to control the procedures for accomplishing the contracted services. The Contractor is to set his/her/its own schedule, determine own methods, furnish own tools, take care of own expenses, provide own office space among other matters.

8.3. 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.

9. WORKER HEALTH, SAFETY AND TRAINING

9.1. 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, which 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.

10. INSURANCE

10.1. Contractor maintains a program of self-insurance authorized by Minnesota Statute Section 471.981 or maintains an insurance program with the coverages required below.

10.2. 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.

10.3. 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 Director's and Officer's Errors and Omissions and 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 as the coverage. Contractor shall provide all such certificates to District.

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10.4. 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.

10.5. 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.

11. INDEMNIFICATION

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

12. TERMINATION

12.1. 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 receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided. 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.

12.2. Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined.

13. RECORDS MANAGEMENT AND MAINTENANCE

13.1. 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

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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.

14. AUTHORIZED REPRESENTATIVE

The District's Authorized Representative is Dr. Elizabeth Keenan, or his/her successor, whose contact information is (612) 668-0000, 1250 W Broadway Minneapolis Minnesota 55411, and who has the responsibility to monitor the Contractor's performance and the authority to accept notices and services provided under this Contract.

The Contractor's Authorized Representative is Primary Contact:Diana Frezza: Primary Contact Phone Number: 877-988-8871- Primary Contact Email: diana.frezza@rethinked.com - Organization Address: 49 West 27th Street, FL 8, New York NY 10001 who has the responsibility to ensure satisfactory services are provided and the authority to accept notices. If the Authorized Representative changes at any time, the Contractor must immediately notify the District.

15. ASSIGNMENT

15.1. 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.

16. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

16.1. This Contract shall be construed under Minnesota law. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

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

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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. LIMITATION ON LIABILTY

18.1 Except as otherwise provided herein and to the extent permitted by applicable law, in no event shall either Party be liable to the other for any indirect, consequential, incidental, special, punitive, loss of data, or lost profits damages arising out of the Contract. Except for liabilities arising from (i) willful misconduct or gross negligence, (ii) breach of confidentiality obligations, or (iii) indemnification obligations expressly stated in this Agreement, each Party's aggregate liability for all other claims shall not exceed the total fees paid or payable under this Contract in the twelve (12) months preceding the event giving rise to the claim. Nothing in this Agreement shall be construed to waive or limit the either parties immunities or liability limitations under Minnesota Statutes §§ 466.04 and 466.07, or any other applicable law.

Commented [DC1]: School District is provided the same immunities under the statute.

[The remainder of this page has been intentionally left blank.]

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SPECIAL SCHOOL DISTRICT NO. 1

Signature:

Name: Ty Thompson

Title: Deputy Superintendent

Date: _____

CONTRACTOR

Signature: Signed by: Mike Schmidt D6111784D239468...

Name: Mike Schmidt

Title: Chief Operating Officer

Date: 9/6/2025 | 2:08 PM EDT

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

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EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

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

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

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

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

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

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

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

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

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

RETHINK AUTISM INC.

Signed by:
Mike Schmidt
D6111784D239468...
Signature

Mike Schmidt
Name

Chief Operating Officer
Title

9/6/2025 | 2:08 PM EDT
Date

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

SVL # 117645 Ø

CONTRACT FOR GOODS – above $50,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and SVL "Contractor" (collectively "parties") to provide chilled water pumps, suction diffusers, and triple duty valves at Page Elementary School.

1 TERM OF CONTRACT

1.1 This Contract is effective on August 13, 2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed $188,425.00. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

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

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

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with

respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

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

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

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

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

10 DATA PRIVACY

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

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

student for that student's dedicated personal use, and includes devices issued through a one-to-one program.

11 USE OF DISTRICT NAME OR LOGO

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

12 INDEPENDENT CONTRACTOR

12.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

13 WORKER HEALTH, SAFETY AND TRAINING

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

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

15 INSURANCE

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

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

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

16 INDEMNIFICATION

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

17 LIMITATION ON LIABILTY

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

18 CONFLICT OF INTEREST/CODE OF ETHICS

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

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

20 TERMINATION

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

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

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

21 RETURN OF DATA

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

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

23 NOTICES/ADMINISTRATION

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

Special School District No. 1
Division: Operation | Plant Maintenance | Pipefitters
Attn: Tom Parent
1250 W Broadway

Minneapolis, MN 55411
Email: Tom.Parent@mpls.k12.mn.us

CONTRACTOR

NAME: SVL | Cameron Sigecan
Address: 2920 Centre Pointe Drive, Roseville, MN 55113
Phone: 651.324.3791
Email: CamS@svl.com

ACKNOWLEDGMENT

23.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

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

24 NON-WAIVER

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

25 ASSIGNMENT

25.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and

in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

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

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

27 WARRANTY

27.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

28 SEVERABILITY

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

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of

the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Tom Parent
(Printed)

Title: Senior Operations Office

Date: _____

CONTRACTOR NAME

Signature: Cameron Sigecan

Name: Cameron Sigecan
(Printed) Cameron Sigecan

Title: Sales Engineer

Date: 8/19/2025

EXHIBIT A: SCOPE OF WORK

Deliverables:

See next pages for quote from Contractor.

Service Outcome:

See next pages for quote from Contractor.

Method of Evaluation

Items received and inventoried in new condition ✓

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Net 30 after invoice received.

[The remainder of this page intentionally left blank.]

SVL
2920 Centre Pointe Drive, Roseville, MN 55113 | Phone: 651-481-8000 | Fax: 651-481-8621
3454 41st Street South, Fargo, ND 58104 | Phone: 701-356-0896 | Fax: 701-356-0899
www.svl.com | projects@svl.com

To:	Minneapolis Public Schools	Project:	MPS Page Elementary Upgrade	Date:	8/12/2025
Attn:		Location:	Minneapolis, MN	SVL Quote #:	1176450
Engineer:		Notes:		Bid Date:	8/12/2025
Page(s):	1			Addendums:	

OMNIA PARTNERS

CERTIFIED PROPOSAL NUMBER: R200401-MN-359323

Proposal is in accordance with Region 4 ESC Contract # R240901 available via OMNIA PARTNERS

Bill of Materials Below As follows with:

- Qty. 2: B&G Basemounted Pump Series E-1510
  - PCHWP-01-15234, PCHWP-02-15236
- Qty. 2: JH-3X Suction Diffuser Plus 10
  - PCHWP-01-15234, PCHWP-02-15236 SD
- Qty. 2: 3DS-8S Triple Duty Valve 8"
  - PCHWP-01-15234, PCHWP-02-15236 TDV
- Qty. 1: B&G Basemounted Pump Series E-1510
  - PCHWP-03-15238
- Qty. 1: JH-3X Suction Diffuser Plus 10
  - PCHWP-03-15238 SD
- Qty. 1: 3DS-8S Triple Duty Valve 8"
  - PCHWP-03-15238 TDV
- Qty. 2: B&G Basemounted Pump Series E-1510
  - PHWP-01-15260, PHWP-02-15262
- Qty. 2: Metraflex SF10A57A06040260 6" x 4" x 26" Flex Connector
  - PHWP-01-15260, PHWP-02-15262 FLEX
- Qty. 2: Metraflex SF10A10A6000220 6" x 22" Flex Connector
  - PHWP-01-15260, PHWP-02-15262 SUCTION
- Qty. 2: GF-3X Suction Diffuser Plus 6
  - PHWP-01-15260, PHWP-02-15262 SD
- Qty. 2: 3DS-6S Triple Duty Valve 6"
  - PHWP-01-15260, PHWP-02-15262 TDV
- Qty. 2: B&G Basemounted Pump Series E-1510
  - SCHWP-01-15265, SCHWP-02-12567
- Qty. 2: HG-3X Suction Diffuser Plus 8"
  - SCHWP-01-15265, SCHWP-02-12567 SD
- Qty. 2: 3DS-6S Triple Duty Valve 6"
  - SCHWP-01-15265, SCHWP-02-12567 TDV
- Qty. 2: B&G Basemounted Pump Series E-1510
  - SCHWP-03-15269, SCHWP-04-15271
- Qty. 2: Metraflex RMF604 6" to 4" DIA x 16.25"
  - SCHWP-03-15269, SCHWP-04-15271 Discharge

ALL SALES ARE SUBJECT TO SVL'S TERMS AND CONDITIONS OF SALE, AVAILABLE AT https://www.svl.com/terms-and-conditions/, apply to this proposal/sale. Sales & use taxes not included.
Goods will conform to approved/reviewed submittals. Quotes are valid for 30 days.

1/2

2920 Centre Pointe Drive, Roseville, MN 55113 | Phone: 651-481-8000 | Fax: 651-481-8621
3454 41st Street South, Fargo, ND 58104 | Phone: 701-356-0896 | Fax: 701-356-0899
www.svl.com | projects@svl.com

To:	Minneapolis Public Schools	Project:	MPS Page Elementary Upgrade	Date:	8/12/2025
Attn:		Location:	Minneapolis, MN	SVL Quote #:	1176450
Engineer:		Notes:		Bid Date:	8/12/2025
Page(s):	2			Addendums:	

- Qty. 2: Metraflex MMCC 6" to 11" DIA
  - SCHWP-03-15269, SCHWP-04-15271 Suction
- Qty. 2: GF-3X Suction Diffuser Plus 6" FLNG to 5" FLNG
  - SCHWP-03-15269, SCHWP-04-15271 SD
- Qty. 2: 3DS-6S Triple Duty Valve 6"
  - SCHWP-03-15269, SCHWP-04-15271 TDV
- Qty. 2: B&G Basemounted Pump Series E-1510
  - CDWP-01-15210, CDWP-02-15211
- Qty. 2: JH-3X Suction Diffuser Plus 10" FLNG to 8" FLNG
  - CDWP-01-15210, CDWP-02-15211 SD
- Qty. 2: 3DS-8S Triple Duty Valve 8"
  - CDWP-01-15210, CDWP-02-15211 TDV

Notes: Any materials not quoted above are not included and are to be provided by others. VFDs not included. Installation and Piping NOT included; by others.

Total net price, standard build, freight allowed.....$188,425.00

Thank you,
Cameron Sigecan
SVL, Inc.
Direct: 651-481-8000
Email: cams@svl.com

Governance Clause for National Cooperative Contract Proposals
OMNIA

This proposal for the sale of Daikin Applied's services, parts, and/or equipment, including the pricing and scope of work as described herein, is subject to the terms and conditions of and will be governed exclusively by Region 4 ESC Contract # R240901 ("OMNIA"), incorporated herein by reference. Any other terms and conditions, including those that may be contained in customer's Purchase Order or other customer documents, will have no force or effect unless mutually agreed to by the Parties. The OMNIA contract is available through OMNIA Partners at: https://www.omniapartners.com/suppliers/daikin-applied/public-sector/contract-documents#contract-375

ALL SALES ARE SUBJECT TO SVL'S TERMS AND CONDITIONS OF SALE, AVAILABLE AT https://www.svl.com/terms-and-conditions/, apply to this proposal/sale. Sales & use taxes not included.
Goods will conform to approved/reviewed submittals. Quotes are valid for 30 days.

EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

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

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

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

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

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

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

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

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

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

SVL

Signature

Cameron Sigecan
Name Cameron Sigecan

Sales Engineer
Title

8/19/2025
Date

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 Tiffin Man Global Kitchen "Contractor" (collectively "parties") to provide Lunch Services to Wellstone International High School.

TERM OF CONTRACT

1.1 This Contract is effective on 09/02/2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $199,500. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

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

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

3.3 ***Taxes.***

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

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the

Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

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

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination

of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by

the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Wellstone International High School
Attn: Isabel E. Rodriguez-Mendoza
1250 W Broadway
Minneapolis, MN 55411
Email: isabel.rodrigues@mpls.k12.mn.us

CONTRACTOR

Tiffin Man Global Kitchen
Phone: 612-423-5186
Address: 1501 Hennepin Avenue, Minneapolis, MN 55403
Email: jag.arora@tiffinmanmn.com

ACKNOWLEDGMENT

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

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature:

Name: Ty Thompson

(Printed)

Title: Deputy Superintendent

Date: _____

CONTRACTOR NAME

Signature: 

Name: Jagdeep Singh Arora
(Printed)

Title: CEO

Date: 08/29/2025

Exhibit A:

Deliverables:

Lunch Services for Wellstone International High School

Service Outcome:

Providing lunches for students

Method of Evaluation:

On-time delivery / quality of food

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

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EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

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

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

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

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

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

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

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

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

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

[CONTRACTOR NAME]



Signature

Jagdeep Singh Arora

CEO
Title

Date 08/29/2025

August 14, 2025

Minneapolis Public Schools
1250 West Broadway Ave
Minneapolis, MN 55413

RE: **January 1, 2026** Financial Renewal under the Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United" or "Our or "Us or "We") and Minneapolis Public Schools ("Customer" or "You" or "Your").

This letter is confirmation of your Financial Renewal per the attached exhibit(s).

Nothing shown in this Financial Renewal Letter alters, varies, or affects any of the terms, provisions, or conditions of the Agreement other than as stated herein.

Please feel free to contact your Sales Executive (indicated below) with any questions regarding the attachment(s).

Please file this letter and its attachment(s) with your Agreement.

Thank you,

Sara Minnis

CC: Shannon O'Leary, Sales Executive

Attachment(s): Exhibit B, Exhibit C

Renewal 2Q 2025
Agreement No. 00058008.5

Exhibit B – Fees

These are the Fees Customer agrees to pay to United in exchange for the Services.

Medical Fees

The following financial terms are effective for the period January 1, 2026 through December 31, 2028, unless otherwise specified.

PEPM means Per Employee Per Month

Final Claims Fiduciary: United

Customer acknowledges that UHC Hub products and services are offered and provided by third party vendors that are not affiliated with United. UHC Hub vendors are subcontractors under the Agreement. Customer agrees that United is not responsible or liable in any way for performance guarantees or financial return guarantees made by those third party vendors. Certain UHC Hub products are subject to state sales Tax. United will invoice and Customer agrees to pay United for any required taxes. A third party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

ASO Fees (PEPM)	Current	Year 1	Year 2	Year 3
Plan Year	01/01/2025 through 12/31/2025	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027	1/1/2028 through 12/31/2028
Choice +	*$37.26*	$37.26	$38.01	$38.77
Choice + HSA	*$37.26*	$37.26	$38.01	$38.77
Commission (not included in ASO fee)	*$1.75*	$1.75	$1.75	$1.75
Rx Rebate Credit	*-$29.78*	-$35.00	-$36.00	-$37.00
Credits				
Administrative Credit (General Purpose)	$70,000	$70,000	$70,000	$70,000

The following services may require an additional cost as noted below:

Additional Disease Management, Specialty and Wellness Programs (Fees are on a PEPM basis unless specifically noted)	Current 1/1/2025 through 12/31/2025	Year 1 1/1/2026 through 12/31/2026	Year 2 1/1/2027 through 12/31/2027	Year 3 1/1/2028 through 12/31/2028
Disease Management Programs:				
Congestive Heart Failure (VOM)	Included in Personal Health Support	Included in Personal Health Support	Included in Personal Health Support	Included in Personal Health Support
Chronic Obstructive Pulmonary Disease (VOM)				
Coronary Artery Disease (VOM)				
Diabetes Program (VOM)				
Asthma Program (VOM)				
Clinical Specialty Network Programs:				
Fertility Solutions	Included	Included	Included	Included
Medical Management Programs				
Core Medical Necessity	Included	Included	Included	Included
Physical Health Solutions:				
Chiropractic Network	Included	Included	Included	Included
Physical Therapy/Occupational Therapy/Speech Therapy Network	Included	Included	Included	Included
Complementary Alternative Medicine (CAM) Network Management	Included	Included	Included	Included
Other Programs/Services:				
PHS 3.0 Tier 3	Included	Included	Included	Included
Behavioral Health Solutions	Included	N/A	N/A	N/A
Behavioral Health Solutions Pkg 1	N/A	Included	Included	Included

Claim Fiduciary	Included	Included	Included	Included
Onsite Customer Service Representative	Included	Included	Included	Included
GSP - Existing Convenience Care Clinics	Included	Included	Included	Included
Other Programs/Services (Fees collected through Bank Account):				
Child and Family Behavioral Coaching	$240 Per Case	$240 Per Case	$240 Per Case	$240 Per Case
Child and Family Behavioral Coaching Month 2+	$144 Per Case	$144 Per Case	$144 Per Case	$144 Per Case
Maven Maternity 12 Month Program	$925 Per Case	$925 Per Case	$925 Per Case	$925 Per Case
Virtual Behavioral Coaching	$72 Per Session	$72 Per Session	$72 Per Session	$72 Per Session
Virtual Behavioral Coaching Weekly Call	$55 Per Session	$55 Per Session	$55 Per Session	$55 Per Session

The following are not included in the above ASO Fees:

Additional Services (Fees Collected through Bank Account unless otherwise noted)	**Fee**
Naviguard	25.00% of savings
Transplant Resource Services Transplant Cost Negotiation Program	$8,333 per negotiation (charged in year end reconciliation)
Payment Integrity:	
Enhanced Abuse and Fraud Management Program	22% of recoveries
Advanced Analytics and Recovery Services (AARS)	24% of recoveries
Credit Balance Recovery Program	not to exceed 10% of recoveries
Hospital Bill Audit Program	not to exceed 22% of savings
Subrogation Services	33.3% of recoveries
Injury Coordination Coverage	33.3% of recoveries
Focused Claim Review	22% of savings

**The fee per individual claim for Naviguard will not exceed $15,000.00 per claim.*

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- UnitedHealthcare Pharmacy. If the pharmacy is carved out to another vendor, the ASO fees and Credits are subject to change.
- eServices Reporting - (interactive fully Web-based reporting)
- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at $500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented range of needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more.
- Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquires end-to-end. For those not resolved during the initial call, customer service representatives take ownership until resolution including call back to the member.
- Employer Internet Solution – www.employereservices.com
- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present within the population - though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.
- Consumer Activation, including basic navigation guide, health statements with individualized messaging, advanced concierge call services, and access to member portal with consumer activation messaging.

- UnitedHealthcare will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or changes to the plans may be required to enable us to administer claim payments.

Pricing Assumptions

- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.
- UnitedHealthcare reserves the right to revise this quotation under the following circumstances:
    - The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 4562
    - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 1.50.
    - The benefits or service requirements requested and/or quoted change prior to or after the effective date.
    - In the event of any changes in federal, state or other applicable legislation or regulation that require changes to this quotation.
    - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
    - In the event that any taxes, surcharges, assessments, or similar charges are imposed by governmental entities or agencies on the Plan or UnitedHealthcare, in its role as administrator or insurer.
    - As otherwise permitted in our Administrative Services Agreement.
- Our mature quotation includes the processing of runout claims for 12 months following the termination of our contract.
- If pharmacy benefits are carved out the ASO fees quoted above may be revised.

- Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.
- We reserve the right to adjust our rebate guarantee if changes made to our prescription drug list (PDL) for the purpose of achieving lower net drug cost for MINNEAPOLIS PUBLIC SCHOOLS and our other ASO customers result in significant reductions to the rebate level.
- MINNEAPOLIS PUBLIC SCHOOLS will receive 80.0% of rebates on prescription drug products dispensed under the medical benefit plan.
- Commissions are included.
- The contract language for disclosing commission – based arrangements is as follows: You have requested us to pay certain broker or vendor commissions and/or fees on your behalf. The fee/commission shall be $1.75 PEPM as set by you, and paid on a monthly basis until we receive written instructions from you to cease making the monthly payment. In connection therewith, you have determined to pay these commissions and/or fees to us as a part of our monthly administration fee and authorize us to forward payment directly to the broker or vendor. You will provide us with prompt notice of the amounts, the persons to pay, and whenever this arrangement changes or ends. The decision to pay commissions or similar fees to a third party (i.e., broker), and responsibility for funding such payments, are yours.
- This quotation assumes UnitedHealthcare will retain claim fiduciary responsibility.
- United will provide an Administrative Credit (General Purpose) to help MINNEAPOLIS PUBLIC SCHOOLS mitigate costs associated with administration of the plan.
  These credits are available as follows:
  - The parties must have an executed Agreement.
  - The first month of service fees under the Agreement has been received by United.
  - MINNEAPOLIS PUBLIC SCHOOLS's enrollment with United must always exceed 4235 Employees.
  - Credits must be used between 01/01/2026 and 12/31/2026. Any Credits not used during this time period are forfeit.
  - Upon request from MINNEAPOLIS PUBLIC SCHOOLS, a credit will be issued in United's fee billing system.
  - Upon presentation of receipts for costs, a credit will be issued in United's fee billing system in the amount of the receipted expenses, total amount not to exceed the full credit.
  - If MINNEAPOLIS PUBLIC SCHOOLS terminates the Agreement prior to 12/31/2028, MINNEAPOLIS PUBLIC SCHOOLS will repay United a prorated portion of the credit paid in the year of termination based on the termination date. Credits in prior years are not subject to repayment. All unpaid credits are forfeit.
  - If enrollment with United falls below the enrollment threshold, MINNEAPOLIS PUBLIC SCHOOLS will repay United an amount proportional to the enrollment reduction based on the amount of the credit paid at the time enrollment falls below the threshold.
  - The amount of the credit not yet paid is reduced proportional to the enrollment reduction.
  - If during the course of the first year unforeseen or additional expense items arise related to the MINNEAPOLIS PUBLIC SCHOOLS implementation, UHC reserves the right to use a portion of this credit to offset such expenses.

Service Description
Fees for the programs are listed above.
Advanced Analytics and Recovery

Service Description
• United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims.
Coordination of Benefits ("COB") • Verify primary/secondary payer accuracy. • Identify claims to be investigated using a layered approach to identify other primary payers: 1. Eligibility match to other commercial payers. 2. Eligibility match to Medicare. • Correct pre-adjudicated claims prior to claim payment. • Update claims systems with other primary/secondary payers' information. • COB indicators set to edit subsequent claims with primary/secondary payers' information.
Credit Balance Recovery • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.
Focused Claim Review • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. • Pre-adjudicated claims or post-adjudicated claims.
Fraud, Waste, and Abuse Management • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Evaluate claims to identify inappropriate levels of care, coding, and/or resource utilization. • Management can include pre-adjudicated claims or post-adjudicated claims.
Hospital Bill and Premium Audit • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.
Third-Party Liability – Subrogation and Injury Coverage Coordination • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated claims. • Customer will not engage any entity except United to provide such services without prior United approval.
Litigation and Arbitration Fees for Recoveries • Litigation or arbitration to recover Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs directly incurred with litigation or arbitration. • Pre-adjudicated claims or post-adjudicated claims.
Payment Integrity Service Fees related to pre-adjudicated or prevented amount savings are calculated using logic that accounts for claim level detail and past claims payment experiences, and other relevant inputs including, but not limited to, historical amounts billed and allowed for similar providers, services, and specialties.
Naviguard Program • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies. • For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). • If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims). • Fees are based on the Savings Obtained, which is the amount billed by a health care provider minus the final amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.
The interest rate on unpaid Fees and underfunding the Bank Account is the Prime rate plus 4%.
For clinical support. if applicable, Customer will pay a Fee for United's services, equal to 2.5% of chiropractic allowed expenses, whether in or out of network.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to $10) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

FSA Fees

The following financial terms are effective for the period January 1, 2026 through December 31, 2028, unless otherwise specified.

FSA, Dependent Care Spending Account Fees	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027	1/1/2028 through 12/31/2028
FSA Fee - PEPM	$3.21	$3.21	$3.21

- FSA fees above apply to employees enrolled in the health care spending or dependent care spending accounts, or both.
- A minimum monthly billing of $100 applies.

FSA Nondiscrimination testing (NDT)	$500

Nondiscrimination Test Package

- This optional service provides the results of three tests Non-Discrimination Tests (25% Key Concentration Test [overall Section 125 Plan], 55% Average Benefits Test and 25% Owner's Concentration Test) which are a subset of the testing that may be required by the IRS. MINNEAPOLIS PUBLIC SCHOOLS provides the data to us, we perform the mathematical calculations and provide a report that indicates pass/fail by test. We are not providing consulting or legal advice.

Standard FSA services including:

- Initial supply of standard employee brochures.
- Single claim submission with automatic roll-over from established feeds (i.e., Spectera® Vision, UnitedHealthcare Dental and OptumRx).
- Check minimum $25.
- Daily payment cycle.
- Customer care representation during normal business hours.
- Eligibility information processed via electronic file submission (FTP or EDT) or tape cartridge with up to two files or tape cartridges per month.
- Standard FSA banking arrangements using separate bank account for FSA plan.
- Direct deposit of payments to employee bank accounts with online direct deposit administration at myuhc.com®.
- Account information through myuhc.com for participants enrolled in UnitedHealthcare health plans.
- Assumes MINNEAPOLIS PUBLIC SCHOOLS will retain claim fiduciary responsibility for the UnitedHealthcare administered FSA plan.

Standard FSA reports including:

- Member Detail Reports, providing detailed account status for each participant.
- Executive Summary Reports, providing summarized data from the Member Detail Report as well as monthly activity information.
- Utilization Reports, providing general statistical information on the types of expenses being submitted.

COBRA Fees

The following financial terms are effective for the period January 1, 2026 through December 31, 2026, unless otherwise specified.

Fee Schedule	**$0.55 Per Employee per month**
Group Setup Fee (one-time fee at Implementation)	Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included
On-going Maintenance Fee	N/A
Ongoing COBRA Continuant Per Month Charge	Included
COBRA Services	
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment forms returned (per notice)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
State Continuation Notification (per notice)	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included
Open Enrollment Services	
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client	$8.00 Plus Postage *There is a $100 minimum for Open Enrollment Services
Optional Services	
Medicare-D Notifications	$1/Notification
Non-Standard Programming	$150 per hour
Customized Services (Letters, Correspondence)	Varies, plus postage
Direct Bill/Retiree Services - Per continuant, per month	$4.50
COBRA 2% Administration Fee	
UnitedHealthcare will retain the 2% administration fee that is routinely charged to enrolled COBRA participants	

Exhibit C – Guarantees

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees. Any Customer credits set forth in Exhibit B – Fees will reduce the total Fees at risk.

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2026 through December 31, 2026 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this Exhibit, these Fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

Effective January 1, 2026 through December 31, 2026 ("Guarantee Period"):

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$4,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$4,286

Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$4,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$4,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		1.80%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$4,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	1.81% - 2.30% 2.31% - 2.80% 2.81% - 3.30% 3.31% - 3.80% Greater than 3.80%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%

Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$4,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$2,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10-point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$2,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

In the event any of the terms herein are inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent terms will be null and void and United will have the right to revise, reprice or revoke this arrangement.

Effective January 1, 2026 through December 31, 2028 (each twelve-month period is a "Guarantee Period"):

Pharmacy Financials				
Definition	Pharmacy rate guarantees.			
Measurement and Criteria		**01/01/2026**	**01/01/2027**	**01/01/2028**
	Component Discount Guarantee - Broad Network			
	Retail Brand, Average Wholesale Price (AWP) less	19.70%	19.70%	19.70%
	Retail Brand -- 90 Day Supply, AWP less	22.70%	22.70%	22.70%
	Retail Generic - 30 and 90 Day Supply, AWP less	87.00%	87.25%	87.50%
	Mail Order Brand, AWP less	25.50%	25.50%	25.50%
	Mail Order Generic, AWP less	89.50%	89.75%	90.00%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component.			
	Dispensing Fees - Broad Network			
	Retail Brand - 30 Day	$0.45	$0.45	$0.45
	Retail Brand -- 90 Day Supply	$0.00	$0.00	$0.00
	Retail Generic - 30 Day	$0.45	$0.45	$0.45
	Retail Generic -- 90 Day Supply	$0.00	$0.00	$0.00
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fixed Rebate Guarantee (Traditional PDL)			
	Basis, per script	Brand	Brand	Brand
	Retail - 30 Day	$332.15	$390.01	$432.05
	Retail - 90 Day Supply	$819.50	$980.42	$1,098.25
	Mail Order	$802.81	$937.16	$1,026.45
	Specialty	$2,860.24	$3,124.05	$3,270.54
	Credits and Allowances			
	Administrative Fee Credit (PEPM)	$35.00	$36.00	$37.00
	Fees			
	Variable Copay program (monthly, per eligible member)	$0.45	$0.45	$0.45
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the guaranteed discount amount for each individual component.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	**Discount & Dispense Fee Specific Conditions** • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists.			

• Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.

• The following are excluded from the Discount Guarantee arrangement

- Compound Drug claims
- Retail out-of-network claims
- Mail Order scripts (for dispense fee arrangement)
- Indian Health Service claims
- Generic medications launched as an "at-risk" product
- Generic medications with pending litigation
- Usual & Customary (U&C) claims
- Vaccine claims
- Long Term Care (LTC) facility claims

• Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail discount and dispense fee guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees and included in the Specialty discount guarantee.

The following are included in the Discount Guarantee arrangement

- Claims where the plan is the secondary payer (COB claims)
- Veterans Affairs (VA) facility claims
- Over the Counter (OTC) claims

• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater; claims with less than 84 days' supply are included with Retail 30.

• The Mail Order guarantee includes drugs dispensed for 46 days or greater; claims with less than 46 days supply are reconciled at retail.

• When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees.

Rebate Specific Conditions

• Assumes implementation of United's Traditional PDL

• Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.

• Calculation of the guaranteed rebate amount will exclude ineligible claims including:

- claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims)
- claims approved by formulary exception
- claims not covered by Customer's benefit design or PDL
- claims receiving 340B pricing
- long term care pharmacy claims
- federal government pharmacy claims
- claims for non-FDA approved products
- compound drug claims
- direct member reimbursement claims

• Over-the-counter and repackaged drugs are excluded from the claim counts; Insulins are not excluded.

• Devices are excluded from the claim counts; Test Strips are not excluded.

• Vaccines are excluded from the claim counts.

• Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the utilization of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.

• The Rebate guarantees and any Administrative Fee Credits funded by retained Rebates account for projected Rebate reductions in the following classes of Prescription Drugs in connection with the elimination of the Average Manufacturer's Price (AMP) Cap pursuant to the American Rescue Plan Act of 2021: Insulin products and Respiratory Medications. United reserves the right to modify any Rebate guarantees if there are any additional changes Specific to AMP Cap to Rebates received from pharmaceutical manufacturers.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

• if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

• United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.

• The Parties acknowledge and agree that United has priced the pharmacy benefit services under this Agreement in reliance on Customer's commitment to receive such services from United for the entire Pharmacy Pricing Term. In the event that Customer terminates pharmacy benefit services under this Agreement prior to the end of the Pharmacy Pricing Term, the following will apply:

- United will retain 100% of all pending and future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

Credits and Allowances

• Administrative Fee Credit: In addition to the guaranteed Rebates, Customer will receive an administrative fee credit. Under this arrangement, Rebates retained by United are used to lower the medical administration fee.

Market Check

Customer may conduct one market check during the Pharmacy Pricing Term to confirm its financial terms are competitive with those currently available in the market for substantially similar customers. Such analysis shall:

· be initiated after the first anniversary of the Effective Date of the Agreement

· be conducted by a mutually agreed upon third party

· include no fewer than four substantially similar customers under active contracts as determined by the following criteria which must be included in the market check report:

- · Within 10% of total membership count
- · Same customer type (carve-in, coalition, etc.)
- · Same line of business (commercial, Medicare, Medicaid, etc.)
- · Same types of services (retail, home delivery, specialty, etc.)
- · Comparison of pricing for same contract year

· Pricing quoted within past six-month period

· A majority of membership located in a comparable geographic region

· The market check will compare the aggregate value of pricing terms including the combined net value of:

· Ingredient cost discounts and dispensing fees from retail pharmacies, home delivery pharmacies, and specialty pharmacies

· Rebates

· Administrative fees.

· Client Credits

If the market check report validates an annualized savings of greater than one (1) percent between the median of the financial terms for such substantially similar customers and Customer's financial terms for time period that is the subject of the market check, the parties will negotiate in good faith to revise the financial terms. United responds to Customer within 30 days of receipt of the complete market check report containing sufficient information for United to validate that the analysis was conducted in accordance with the above criteria. Any revisions to financial terms resulting from the parties' negotiations are effective the first day of the following contract year, subject to the parties having agreed to revisions in writing at least 30 days prior to the effective date.

General Conditions

• All pricing guarantees shall remain in effect for the entire contract period of 01/01/2026 through 12/31/2028 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.

• Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.

• Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.

• On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

• Pricing and guarantees assume enrollment of 4,549 Employees and 6,834 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

• The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.

• All pricing guarantees require the selection of United's PBM as exclusive provider of pharmacy benefit services, including but not limited to retail, mail order, and specialty networks.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term.

• United shall on Customer's behalf, administer a fee ("Consultant Fee") to be paid to Brown & Brown ("Consultant"). The Consultant Fees are included in Customer's pharmacy financial terms. United shall provide Consultant with a one-time procurement fee in the amount of $45,000 for the policy year of 1/1/2026. The Customer acknowledges there is a contract between Customer and Consultant. Therefore, in the event that there is a dispute between Customer and Consultant over continuing to make the Consultant Fee payment(s) or in the delivery of consulting services, Customer shall hold United harmless in such disputes. In the event of any change whatsoever in the Consultant Fee, Customer shall immediately notify United of such change and United may propose changes to the pharmacy financial terms.

• In the event any of the terms herein is inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent term(s) will be null and void and United will have the right to revise, reprice or revoke this arrangement.

TRRX (12/2024)	• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement. **Brand / Generic Reconciliation Definition** • **Brand Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee , set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria: - Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N. • **Generic Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria: - Medi-Span Multi-Source Code ("MSC") is equal to Y.

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.
Conditions	• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network will be reconciled in the channel in which they are dispensed (retail or mail order). • Specialty drugs for which no AWP measure exists are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). • Limited Distribution (LDD) status is subject to change based on manufacturer decision. • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: a) material changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; • On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)
AMMONIA DETOXICANTS	RAVICTI	Yes	17.50%	INFLAMMATORY CONDITIONS	KINERET	Yes	16.00%

ANEMIA	ARANESP	No	17.00%	INFLAMMATORY CONDITIONS	OLUMIANT	No	15.00%
ANEMIA	EPOGEN	No	15.80%	INFLAMMATORY CONDITIONS	OMVOH	No	14.50%
ANEMIA	JESDUVROQ	No	10.00%	INFLAMMATORY CONDITIONS	OPZELURA	No	13.50%
ANEMIA	PROCRIT	No	16.10%	INFLAMMATORY CONDITIONS	ORENCIA	No	16.70%
ANEMIA	RETACRIT	No	16.60%	INFLAMMATORY CONDITIONS	OTEZLA	No	16.50%
ANTIBACTERIALS	ARIKAYCE	Yes	15.50%	INFLAMMATORY CONDITIONS	RIDAURA	No	16.60%
ANTICONVULSANTS	DIACOMIT	Yes	15.00%	INFLAMMATORY CONDITIONS	RINVOQ	No	16.60%
ANTICONVULSANTS	EPIDIOLEX	Yes	15.00%	INFLAMMATORY CONDITIONS	SILIQ	No	14.00%
ANTICONVULSANTS	FINTEPLA	Yes	13.00%	INFLAMMATORY CONDITIONS	SIMLANDI	No	14.00%
ANTICONVULSANTS	ZTALMY	Yes	13.00%	INFLAMMATORY CONDITIONS	SIMPONI	No	16.60%
ANTIHYPERLIPIDEMIC	JUXTAPID	Yes	15.80%	INFLAMMATORY CONDITIONS	SKYRIZI	No	20.50%
ANTI-INFECTIVE	DARAPRIM	Yes	15.00%	INFLAMMATORY CONDITIONS	SOTYKTU	No	14.00%
ANTI-INFECTIVE	LIVTENCITY	Yes	15.50%	INFLAMMATORY CONDITIONS	SPEVIGO	Yes	10.00%
ANTI-INFECTIVE	PYRIMETHAMINE	No	15.00%	INFLAMMATORY CONDITIONS	STELARA	No	18.50%
ASTHMA	FASENRA	Yes	15.00%	INFLAMMATORY CONDITIONS	TALTZ	No	14.00%
ASTHMA	NUCALA	Yes	15.00%	INFLAMMATORY CONDITIONS	TREMFYA	No	16.60%
ASTHMA	TEZSPIRE	Yes	13.00%	INFLAMMATORY CONDITIONS	TYENNE	No	13.50%
ASTHMA	XOLAIR	Yes	15.00%	INFLAMMATORY CONDITIONS	VELSIPITY	No	16.30%
CARDIOVASCULAR	CAMZYOS	Yes	14.00%	INFLAMMATORY CONDITIONS	XELJANZ	No	16.60%
CARDIOVASCULAR	DROXIDOPA	No	89.00%	INFLAMMATORY CONDITIONS	XELJANZ XR	No	16.60%

CARDIOVASCULAR	NORTHERA	Yes	16.50%	INFLAMMATORY CONDITIONS	YUFLYMA	No	14.00%
CARDIOVASCULAR	VYNDAMAX	Yes	17.70%	INFLAMMATORY CONDITIONS	YUSIMRY	No	14.00%
CARDIOVASCULAR	VYNDAQEL	Yes	15.00%	INFLAMMATORY CONDITIONS	ZYMFENTRA	No	16.00%
CENTRAL NERVOUS SYSTEM AGENTS	AUSTEDO	No	16.00%	IRON OVERLOAD	DEFERASIROX	Yes	85.00%
CENTRAL NERVOUS SYSTEM AGENTS	ENSPRYNG	Yes	14.50%	IRON OVERLOAD	DEFERIPRONE	No	35.00%
CENTRAL NERVOUS SYSTEM AGENTS	FIRDAPSE	Yes	13.00%	IRON OVERLOAD	EXJADE	Yes	14.70%
CENTRAL NERVOUS SYSTEM AGENTS	HETLIOZ	Yes	16.50%	IRON OVERLOAD	FERRIPROX	Yes	15.00%
CENTRAL NERVOUS SYSTEM AGENTS	INGREZZA	Yes	15.50%	IRON OVERLOAD	JADENU	No	16.00%
CENTRAL NERVOUS SYSTEM AGENTS	RADICAVA	Yes	15.00%	LIVER DISEASE	REZDIFFRA	Yes	12.50%
CENTRAL NERVOUS SYSTEM AGENTS	RILUZOLE	No	92.80%	METABOLIC AGENTS	MIPLYFFA	Yes	13.00%
CENTRAL NERVOUS SYSTEM AGENTS	SABRIL	Yes	18.50%	METABOLIC BONE DISEASE	SOHONOS	Yes	10.00%
CENTRAL NERVOUS SYSTEM AGENTS	SKYCLARYS	Yes	14.80%	MOOD DISORDER DRUGS	SPRAVATO	No	16.00%
CENTRAL NERVOUS SYSTEM AGENTS	TASIMELTEON	Yes	35.00%	MOOD DISORDER DRUGS	ZURZUVAE	Yes	13.80%
CENTRAL NERVOUS SYSTEM AGENTS	TEGLUTIK	Yes	13.00%	MULTIPLE SCLEROSIS	AMPYRA	Yes	14.30%
CENTRAL NERVOUS SYSTEM AGENTS	TETRABENAZINE	No	93.00%	MULTIPLE SCLEROSIS	AUBAGIO	No	15.00%
CENTRAL NERVOUS SYSTEM AGENTS	TIGLUTIK	Yes	13.00%	MULTIPLE SCLEROSIS	AVONEX	No	16.50%

CENTRAL NERVOUS SYSTEM AGENTS	VIGABATRIN	No	55.00%	MULTIPLE SCLEROSIS	BAFIERTAM	Yes	16.50%
CENTRAL NERVOUS SYSTEM AGENTS	VIGADRONE	Yes	19.00%	MULTIPLE SCLEROSIS	BETASERON	No	16.60%
CENTRAL NERVOUS SYSTEM AGENTS	VIGPODER	Yes	13.00%	MULTIPLE SCLEROSIS	COPAXONE	No	17.20%
CENTRAL NERVOUS SYSTEM AGENTS	XENAZINE	Yes	18.00%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	No	93.00%
CNS AGENTS	DAYBUE	Yes	13.00%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	No	92.00%
CNS AGENTS	EXSERVAN	Yes	16.00%	MULTIPLE SCLEROSIS	EXTAVIA	No	16.60%
CNS AGENTS	RELYVRIO	Yes	14.00%	MULTIPLE SCLEROSIS	FINGOLIMOD	No	92.00%
CNS AGENTS	RILUTEK	No	16.00%	MULTIPLE SCLEROSIS	GILENYA	No	16.50%
CYSTIC FIBROSIS	BETHKIS	No	14.00%	MULTIPLE SCLEROSIS	GLATIRAMER	No	80.00%
CYSTIC FIBROSIS	BRONCHITOL	Yes	16.00%	MULTIPLE SCLEROSIS	GLATOPA	No	80.00%
CYSTIC FIBROSIS	CAYSTON	Yes	17.00%	MULTIPLE SCLEROSIS	KESIMPTA	No	16.50%
CYSTIC FIBROSIS	KALYDECO	Yes	16.00%	MULTIPLE SCLEROSIS	MAVENCLAD	Yes	16.50%
CYSTIC FIBROSIS	KITABIS PAK	Yes	15.00%	MULTIPLE SCLEROSIS	MAYZENT	No	16.50%
CYSTIC FIBROSIS	ORKAMBI	Yes	16.00%	MULTIPLE SCLEROSIS	PLEGRIDY	Yes	16.00%
CYSTIC FIBROSIS	PULMOZYME	No	17.50%	MULTIPLE SCLEROSIS	PONVORY	Yes	13.50%
CYSTIC FIBROSIS	SYMDEKO	Yes	16.00%	MULTIPLE SCLEROSIS	REBIF	No	16.50%
CYSTIC FIBROSIS	TOBI	No	16.30%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	No	16.50%
CYSTIC FIBROSIS	TOBI PODHALER	No	16.30%	MULTIPLE SCLEROSIS	TASCENSO	Yes	16.30%
CYSTIC FIBROSIS	TOBRAMYCIN	No	70.00%	MULTIPLE SCLEROSIS	TECFIDERA	Yes	16.50%
CYSTIC FIBROSIS	TRIKAFTA	Yes	16.00%	MULTIPLE SCLEROSIS	TERIFLUNOMIDE	No	94.00%
DERMATOLOGIC	LITFULO	Yes	13.50%	MULTIPLE SCLEROSIS	VUMERITY	Yes	15.00%
DUCHENNE MUSCULAR DYSTROPHY	AGAMREE	Yes	13.00%	MULTIPLE SCLEROSIS	ZEPOSIA	Yes	15.00%
DUCHENNE MUSCULAR DYSTROPHY	DEFLAZACORT	No	10.00%	MUSCULOSKELETAL AGENTS	EVRYSDI	Yes	10.00%
DUCHENNE MUSCULAR DYSTROPHY	DUVYZAT	Yes	14.80%	MUSCULOSKELETAL AGENTS	VOXZOGO	Yes	14.00%

DUCHENNE MUSCULAR DYSTROPHY	EMFLAZA	Yes	13.50%	MUSCULOSKELETAL AGENTS	ZILBRYSQ	Yes	14.80%
ENDOCRINE	BETAINE	No	13.00%	MUSCULOSKELETAL DISORDERS	DICHLORPHENAMIDE	No	15.50%
ENDOCRINE	CHENODAL	Yes	12.00%	MUSCULOSKELETAL DISORDERS	KEVEYIS	Yes	15.50%
ENDOCRINE	CUPRIMINE	No	16.60%	NARCOLEPSY	LUMRYZ	Yes	15.00%
ENDOCRINE	CUVRIOR	Yes	15.00%	NARCOLEPSY	SODIUM OXYBATE	Yes	9.00%
ENDOCRINE	CYSTADANE	Yes	13.00%	NARCOLEPSY	WAKIX	Yes	16.00%
ENDOCRINE	DEPEN TITRATABS	No	16.50%	NARCOLEPSY	XYREM	Yes	9.00%
ENDOCRINE	EGRIFTA	Yes	16.00%	NARCOLEPSY	XYWAV	Yes	10.00%
ENDOCRINE	FIRMAGON	No	16.00%	NEUTROPENIA	FULPHILA	No	16.30%
ENDOCRINE	IMCIVREE	Yes	16.00%	NEUTROPENIA	FYLNETRA	No	16.30%
ENDOCRINE	ISTURISA	Yes	13.00%	NEUTROPENIA	GRANIX	No	16.30%
ENDOCRINE	JAVYGTOR	Yes	14.00%	NEUTROPENIA	LEUKINE	No	16.30%
ENDOCRINE	JYNARQUE	Yes	15.00%	NEUTROPENIA	NEULASTA	No	16.30%
ENDOCRINE	KORLYM	Yes	14.00%	NEUTROPENIA	NEUPOGEN	No	16.30%
ENDOCRINE	KUVAN	Yes	15.20%	NEUTROPENIA	NIVESTYM	No	16.30%
ENDOCRINE	LANREOTIDE	No	13.00%	NEUTROPENIA	NYVEPRIA	No	14.00%
ENDOCRINE	MIFEPRISTONE	Yes	35.00%	NEUTROPENIA	RELEUKO	No	18.00%
ENDOCRINE	MYALEPT	Yes	10.00%	NEUTROPENIA	STIMUFEND	No	17.00%
ENDOCRINE	MYCAPSSA	Yes	14.00%	NEUTROPENIA	UDENYCA	No	16.30%
ENDOCRINE	NATPARA	Yes	15.80%	NEUTROPENIA	ZARXIO	No	16.30%
ENDOCRINE	NITYR	Yes	15.50%	NEUTROPENIA	ZIEXTENZO	No	16.00%
ENDOCRINE	OCTREOTIDE ACETATE	No	58.10%	ONCOLOGY - INJECTABLE	BESREMI	Yes	16.30%
ENDOCRINE	PENICILLAMINE	No	35.00%	ONCOLOGY - INJECTABLE	ELIGARD	No	15.10%
ENDOCRINE	PROCYSBI	Yes	10.00%	ONCOLOGY - INJECTABLE	INTRON A	Yes	16.00%
ENDOCRINE	RECORLEV	Yes	16.30%	ONCOLOGY - INJECTABLE	LEUPROLIDE	No	64.00%
ENDOCRINE	SAMSCA	Yes	16.00%	ONCOLOGY - INJECTABLE	SYNRIBO	Yes	16.30%
ENDOCRINE	SANDOSTATIN	No	16.30%	ONCOLOGY - ORAL	ABIRATERONE	No	92.00%
ENDOCRINE	SAPROPTERIN	Yes	58.00%	ONCOLOGY - ORAL	AFINITOR	No	16.60%
ENDOCRINE	SIGNIFOR	Yes	10.00%	ONCOLOGY - ORAL	AFINITOR DISPERZ	No	16.60%
ENDOCRINE	SOMATULINE DEPOT	No	16.00%	ONCOLOGY - ORAL	AKEEGA	Yes	16.30%

ENDOCRINE	SOMAVERT	Yes	13.20%	ONCOLOGY - ORAL	ALECENSA	Yes	16.60%
ENDOCRINE	SYPRINE	No	16.00%	ONCOLOGY - ORAL	ALKERAN	No	17.90%
ENDOCRINE	THIOLA	Yes	14.00%	ONCOLOGY - ORAL	ALUNBRIG	Yes	17.00%
ENDOCRINE	TIOPRONIN	No	35.00%	ONCOLOGY - ORAL	AUGTYRO	No	15.00%
ENDOCRINE	TOLVAPTAN	No	75.00%	ONCOLOGY - ORAL	AYVAKIT	Yes	17.00%
ENDOCRINE	TRIENTINE	No	90.00%	ONCOLOGY - ORAL	BALVERSA	Yes	16.00%
ENDOCRINE	XURIDEN	Yes	15.00%	ONCOLOGY - ORAL	BEXAROTENE	No	35.40%
ENDOCRINE	YORVIPATH	Yes	15.40%	ONCOLOGY - ORAL	BOSULIF	Yes	16.00%
ENZYME DEFICIENCY	TEGSEDI	Yes	10.00%	ONCOLOGY - ORAL	BRAFTOVI	Yes	16.50%
ENZYME THERAPY	BUPHENYL	No	17.30%	ONCOLOGY - ORAL	BRUKINSA	Yes	15.50%
ENZYME THERAPY	CARBAGLU	Yes	10.00%	ONCOLOGY - ORAL	CABOMETYX	Yes	15.00%
ENZYME THERAPY	CARGLUMIC	Yes	35.00%	ONCOLOGY - ORAL	CALQUENCE	Yes	16.00%
ENZYME THERAPY	CERDELGA	Yes	16.00%	ONCOLOGY - ORAL	CAPECITABINE	No	92.00%
ENZYME THERAPY	CHOLBAM	Yes	7.00%	ONCOLOGY - ORAL	CAPRELSA	Yes	12.00%
ENZYME THERAPY	CYSTAGON	Yes	13.50%	ONCOLOGY - ORAL	COMETRIQ	Yes	15.50%
ENZYME THERAPY	GALAFOLD	Yes	16.50%	ONCOLOGY - ORAL	COPIKTRA	Yes	17.00%
ENZYME THERAPY	MIGLUSTAT	No	60.00%	ONCOLOGY - ORAL	COTELLIC	Yes	15.00%
ENZYME THERAPY	NITISINONE	No	35.00%	ONCOLOGY - ORAL	DASATINIB	No	45.00%
ENZYME THERAPY	OLPRUVA	Yes	10.00%	ONCOLOGY - ORAL	DAURISMO	Yes	15.00%
ENZYME THERAPY	OPFOLDA	Yes	12.00%	ONCOLOGY - ORAL	ERIVEDGE	Yes	15.00%
ENZYME THERAPY	ORFADIN	Yes	5.00%	ONCOLOGY - ORAL	ERLEADA	No	16.00%
ENZYME THERAPY	PALYNZIQ	Yes	14.00%	ONCOLOGY - ORAL	ERLOTINIB	Yes	93.00%
ENZYME THERAPY	PHEBURANE	Yes	10.00%	ONCOLOGY - ORAL	ETOPOSIDE	No	35.00%
ENZYME THERAPY	SODIUM PHENYLBUTYRATE	No	35.00%	ONCOLOGY - ORAL	EVEROLIMUS	No	47.00%
ENZYME THERAPY	STRENSIQ	Yes	13.90%	ONCOLOGY - ORAL	EXKIVITY	Yes	15.50%
ENZYME THERAPY	SUCRAID	Yes	14.80%	ONCOLOGY - ORAL	FARYDAK	Yes	14.00%
ENZYME THERAPY	WAINUA	Yes	13.50%	ONCOLOGY - ORAL	FOTIVDA	Yes	15.80%
ENZYME THERAPY	YARGESA	Yes	10.00%	ONCOLOGY - ORAL	FRUZAQLA	Yes	16.30%
ENZYME THERAPY	ZAVESCA	Yes	10.00%	ONCOLOGY - ORAL	GAVRETO	Yes	15.00%
GASTROINTESTINAL AGENTS	GATTEX	Yes	17.30%	ONCOLOGY - ORAL	GEFITINIB	No	35.00%

GASTROINTESTINAL AGENTS	IQIRVO	Yes	13.50%	ONCOLOGY - ORAL	GILOTRIF	Yes	10.00%
GASTROINTESTINAL AGENTS	LIVDELZI	Yes	15.50%	ONCOLOGY - ORAL	GLEEVEC	No	17.90%
GASTROINTESTINAL AGENTS	OCALIVA	Yes	17.50%	ONCOLOGY - ORAL	GLEOSTINE	No	17.90%
GASTROINTESTINAL AGENTS	VOWST	Yes	15.00%	ONCOLOGY - ORAL	HYCAMTIN	No	17.30%
GASTROINTESTINAL AGENTS	XERMELO	Yes	15.50%	ONCOLOGY - ORAL	IBRANCE	Yes	16.50%
GENETIC DISORDER	DOJOLVI	Yes	17.50%	ONCOLOGY - ORAL	ICLUSIG	Yes	15.30%
GENETIC DISORDER	VIJOICE	No	15.00%	ONCOLOGY - ORAL	IDHIFA	No	17.00%
GENETIC DISORDER	ZOKINVY	Yes	16.00%	ONCOLOGY - ORAL	IMATINIB MESYLATE	No	92.50%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	No	16.60%	ONCOLOGY - ORAL	IMBRUVICA	Yes	16.50%
GROWTH HORMONE DEFICIENCY	HUMATROPE	No	17.20%	ONCOLOGY - ORAL	INLYTA	Yes	16.10%
GROWTH HORMONE DEFICIENCY	INCRELEX	Yes	16.00%	ONCOLOGY - ORAL	INQOVI	Yes	13.00%
GROWTH HORMONE DEFICIENCY	NGENLA	No	16.00%	ONCOLOGY - ORAL	INREBIC	Yes	15.00%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	No	18.40%	ONCOLOGY - ORAL	IRESSA	Yes	17.00%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	No	16.70%	ONCOLOGY - ORAL	IWILFIN	Yes	14.00%
GROWTH HORMONE DEFICIENCY	OMNITROPE	No	17.00%	ONCOLOGY - ORAL	JAKAFI	Yes	15.00%
GROWTH HORMONE DEFICIENCY	SAIZEN	No	19.90%	ONCOLOGY - ORAL	JAYPIRCA	Yes	14.50%
GROWTH HORMONE DEFICIENCY	SEROSTIM	No	16.00%	ONCOLOGY - ORAL	KISQALI	No	17.00%
GROWTH HORMONE DEFICIENCY	SKYTROFA	No	14.00%	ONCOLOGY - ORAL	KISQALI FEMARA	No	17.50%
GROWTH HORMONE DEFICIENCY	SOGROYA	No	15.00%	ONCOLOGY - ORAL	KOSELUGO	Yes	16.30%
GROWTH HORMONE DEFICIENCY	ZOMACTON	No	17.20%	ONCOLOGY - ORAL	KRAZATI	Yes	16.50%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Yes	15.50%	ONCOLOGY - ORAL	LAPATINIB	No	45.00%
HEMATOLOGIC	OXBRYTA	Yes	14.50%	ONCOLOGY - ORAL	LENALIDOMIDE	Yes	35.00%
HEMATOLOGICAL AGENTS	CABLIVI	Yes	16.00%	ONCOLOGY - ORAL	LENVIMA	Yes	17.00%
HEMATOLOGICAL AGENTS	DOPTELET	Yes	16.00%	ONCOLOGY - ORAL	LONSURF	Yes	15.00%

HEMATOLOGIC AL AGENTS	EMPAVELI	Yes	16.00%	ONCOLOGY - ORAL	LORBRENA	Yes	14.00%
HEMATOLOGIC AL AGENTS	FABHALTA	Yes	16.30%	ONCOLOGY - ORAL	LUMAKRAS	Yes	15.00%
HEMATOLOGIC AL AGENTS	MOZOBIL	No	16.00%	ONCOLOGY - ORAL	LYNPARZA	Yes	14.80%
HEMATOLOGIC AL AGENTS	MULPLETA	No	16.00%	ONCOLOGY - ORAL	LYTGOBI	Yes	15.50%
HEMATOLOGIC AL AGENTS	PLERIXAFOR	No	35.00%	ONCOLOGY - ORAL	MATULANE	Yes	15.50%
HEMATOLOGIC AL AGENTS	PROMACTA	No	16.00%	ONCOLOGY - ORAL	MEKINIST	No	14.00%
HEMATOLOGIC AL AGENTS	PYRUKYND	Yes	14.00%	ONCOLOGY - ORAL	MEKTOVI	Yes	16.50%
HEMATOLOGIC AL AGENTS	REZUROCK	Yes	15.80%	ONCOLOGY - ORAL	MELPHALAN	No	35.00%
HEMATOLOGIC AL AGENTS	TAVALISSE	Yes	16.00%	ONCOLOGY - ORAL	MESNEX	No	16.50%
HEMOPHILIA - INFUSED	ADVATE	No	44.90%	ONCOLOGY - ORAL	NERLYNX	Yes	16.80%
HEMOPHILIA - INFUSED	ADYNOVATE	No	36.00%	ONCOLOGY - ORAL	NEXAVAR	Yes	15.00%
HEMOPHILIA - INFUSED	AFSTYLA	No	35.90%	ONCOLOGY - ORAL	NILANDRON	No	17.50%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	No	43.70%	ONCOLOGY - ORAL	NILUTAMIDE	No	42.10%
HEMOPHILIA - INFUSED	ALPHANINE SD	No	50.80%	ONCOLOGY - ORAL	NINLARO	No	16.00%
HEMOPHILIA - INFUSED	ALPROLIX	No	16.00%	ONCOLOGY - ORAL	NUBEQA	Yes	16.00%
HEMOPHILIA - INFUSED	ALTUVIIIO	No	15.00%	ONCOLOGY - ORAL	ODOMZO	No	16.30%
HEMOPHILIA - INFUSED	BENEFIX	No	17.00%	ONCOLOGY - ORAL	OGSIVEO	Yes	16.30%
HEMOPHILIA - INFUSED	COAGADEX	Yes	32.00%	ONCOLOGY - ORAL	OJEMDA	Yes	16.30%
HEMOPHILIA - INFUSED	CORIFACT	No	30.00%	ONCOLOGY - ORAL	OJJAARA	Yes	16.80%
HEMOPHILIA - INFUSED	ELOCTATE	No	30.00%	ONCOLOGY - ORAL	ONUREG	No	14.50%
HEMOPHILIA - INFUSED	ESPEROCT	No	25.00%	ONCOLOGY - ORAL	ORGOVYX	Yes	16.80%
HEMOPHILIA - INFUSED	FEIBA	No	41.90%	ONCOLOGY - ORAL	ORSERDU	Yes	17.00%
HEMOPHILIA - INFUSED	HEMOFIL M	No	46.00%	ONCOLOGY - ORAL	PAZOPANIB	Yes	35.00%
HEMOPHILIA - INFUSED	HUMATE-P	No	38.90%	ONCOLOGY - ORAL	PEMAZYRE	Yes	16.50%
HEMOPHILIA - INFUSED	IDELVION	No	16.00%	ONCOLOGY - ORAL	PIQRAY	No	14.50%
HEMOPHILIA - INFUSED	IXINITY	No	16.00%	ONCOLOGY - ORAL	POMALYST	Yes	15.50%
HEMOPHILIA - INFUSED	JIVI	No	25.00%	ONCOLOGY - ORAL	PURIXAN	No	15.00%
HEMOPHILIA - INFUSED	KOATE	No	44.00%	ONCOLOGY - ORAL	QINLOCK	Yes	17.00%
HEMOPHILIA - INFUSED	KOATE-DVI	No	44.00%	ONCOLOGY - ORAL	RETEVMO	Yes	15.00%
HEMOPHILIA - INFUSED	KOGENATE FS	No	48.80%	ONCOLOGY - ORAL	REVLIMID	Yes	17.30%

HEMOPHILIA - INFUSED	KOVALTRY	No	47.30%	ONCOLOGY - ORAL	REZLIDHIA	Yes	16.00%
HEMOPHILIA - INFUSED	MONONINE	No	33.40%	ONCOLOGY - ORAL	ROZLYTREK	No	17.90%
HEMOPHILIA - INFUSED	NOVOEIGHT	No	45.90%	ONCOLOGY - ORAL	RUBRACA	Yes	17.00%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	No	40.10%	ONCOLOGY - ORAL	RYDAPT	No	17.90%
HEMOPHILIA - INFUSED	NUWIQ	No	49.70%	ONCOLOGY - ORAL	SCEMBLIX	Yes	14.00%
HEMOPHILIA - INFUSED	OBIZUR	No	13.00%	ONCOLOGY - ORAL	SORAFENIB	No	70.00%
HEMOPHILIA - INFUSED	PROFILNINE	No	32.10%	ONCOLOGY - ORAL	SPRYCEL	No	17.90%
HEMOPHILIA - INFUSED	REBINYN	No	20.00%	ONCOLOGY - ORAL	STIVARGA	Yes	14.50%
HEMOPHILIA - INFUSED	RECOMBINATE	No	43.00%	ONCOLOGY - ORAL	SUNITINIB	Yes	60.00%
HEMOPHILIA - INFUSED	RIXUBIS	No	16.20%	ONCOLOGY - ORAL	SUTENT	Yes	17.30%
HEMOPHILIA - INFUSED	SEVENFACT	No	25.00%	ONCOLOGY - ORAL	TABLOID	No	17.90%
HEMOPHILIA - INFUSED	TRETTEN	Yes	16.90%	ONCOLOGY - ORAL	TABRECTA	No	15.00%
HEMOPHILIA - INFUSED	VONVENDI	Yes	15.00%	ONCOLOGY - ORAL	TAFINLAR	No	16.00%
HEMOPHILIA - INFUSED	WILATE	No	44.00%	ONCOLOGY - ORAL	TAGRISSO	Yes	16.00%
HEMOPHILIA - INFUSED	XYNTHA	No	40.20%	ONCOLOGY - ORAL	TALZENNA	Yes	16.00%
HEMOPHILIA - INJECTABLE	HEMLIBRA	Yes	15.00%	ONCOLOGY - ORAL	TARCEVA	Yes	17.80%
HEPATITIS C	EPCLUSA	No	16.50%	ONCOLOGY - ORAL	TARGRETIN	No	16.50%
HEPATITIS C	HARVONI	No	17.50%	ONCOLOGY - ORAL	TASIGNA	Yes	16.00%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	No	17.50%	ONCOLOGY - ORAL	TAZVERIK	Yes	16.30%
HEPATITIS C	MAVYRET	No	16.50%	ONCOLOGY - ORAL	TEMODAR	No	17.30%
HEPATITIS C	PEGASYS	No	18.90%	ONCOLOGY - ORAL	TEMOZOLOMIDE	No	77.00%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	No	16.50%	ONCOLOGY - ORAL	TEPMETKO	Yes	15.00%
HEPATITIS C	SOVALDI	No	16.50%	ONCOLOGY - ORAL	THALOMID	Yes	17.30%
HEPATITIS C	VIEKIRA PAK	No	16.00%	ONCOLOGY - ORAL	TIBSOVO	Yes	16.00%
HEPATITIS C	VOSEVI	No	16.50%	ONCOLOGY - ORAL	TORPENZ	Yes	15.00%
HEPATITIS C	ZEPATIER	No	16.40%	ONCOLOGY - ORAL	TRETINOIN	No	85.00%
HEPATOLOGY	BYLVAY	Yes	14.00%	ONCOLOGY - ORAL	TRUQAP	Yes	16.30%
HEPATOLOGY	LIVMARLI	Yes	15.00%	ONCOLOGY - ORAL	TRUSELTIQ	Yes	15.50%
HEREDITARY ANGIOEDEMA	BERINERT	Yes	15.00%	ONCOLOGY - ORAL	TUKYSA	Yes	16.30%
HEREDITARY ANGIOEDEMA	CINRYZE	Yes	17.00%	ONCOLOGY - ORAL	TURALIO	Yes	16.50%

HEREDITARY ANGIOEDEMA	FIRAZYR	Yes	16.80%	ONCOLOGY - ORAL	TYKERB	No	17.30%
HEREDITARY ANGIOEDEMA	HAEGARDA	Yes	15.00%	ONCOLOGY - ORAL	VANFLYTA	Yes	16.50%
HEREDITARY ANGIOEDEMA	ICATIBANT	No	80.50%	ONCOLOGY - ORAL	VENCLEXTA	Yes	15.00%
HEREDITARY ANGIOEDEMA	ORLADEYO	Yes	15.50%	ONCOLOGY - ORAL	VERZENIO	Yes	17.70%
HEREDITARY ANGIOEDEMA	RUCONEST	Yes	15.80%	ONCOLOGY - ORAL	VITRAKVI	Yes	17.00%
HEREDITARY ANGIOEDEMA	SAJAZIR	Yes	25.00%	ONCOLOGY - ORAL	VIZIMPRO	Yes	11.00%
HEREDITARY ANGIOEDEMA	TAKHZYRO	Yes	16.00%	ONCOLOGY - ORAL	VONJO	Yes	16.50%
IGA NEPHROPATHY	FILSPARI	Yes	14.80%	ONCOLOGY - ORAL	VOTRIENT	Yes	16.00%
IGA NEPHROPATHY	TARPEYO	Yes	14.00%	ONCOLOGY - ORAL	WELIREG	Yes	15.80%
IMMUNOLOGICAL AGENTS	ACTIMMUNE	Yes	16.80%	ONCOLOGY - ORAL	XALKORI	Yes	14.50%
IMMUNOLOGICAL AGENTS	ARCALYST	Yes	17.50%	ONCOLOGY - ORAL	XELODA	No	17.90%
IMMUNOLOGICAL AGENTS	BENLYSTA	Yes	16.00%	ONCOLOGY - ORAL	XOSPATA	Yes	17.00%
IMMUNOLOGICAL AGENTS	JOENJA	Yes	15.00%	ONCOLOGY - ORAL	XPOVIO	Yes	16.80%
IMMUNOLOGICAL AGENTS	LUPKYNIS	Yes	16.80%	ONCOLOGY - ORAL	XTANDI	Yes	16.00%
IMMUNOLOGICAL AGENTS	PALFORZIA	Yes	12.00%	ONCOLOGY - ORAL	YONSA	No	17.90%
IMMUNOLOGICAL AGENTS	TAVNEOS	Yes	16.60%	ONCOLOGY - ORAL	ZEJULA	Yes	16.30%
IMMUNOLOGICAL AGENTS	XOLREMDI	Yes	14.80%	ONCOLOGY - ORAL	ZELBORAF	Yes	15.50%
INFERTILITY	CETRORELIX	No	19.70%	ONCOLOGY - ORAL	ZOLINZA	No	17.30%
INFERTILITY	CETROTIDE	No	19.70%	ONCOLOGY - ORAL	ZYDELIG	Yes	17.00%
INFERTILITY	CHORIONIC GONADOTROPIN	No	70.50%	ONCOLOGY - ORAL	ZYKADIA	Yes	15.50%
INFERTILITY	FOLLISTIM AQ	No	26.50%	ONCOLOGY - ORAL	ZYTIGA	No	16.00%
INFERTILITY	FYREMADEL	No	16.00%	ONCOLOGY - TOPICAL	BEXAROTENE	No	35.40%
INFERTILITY	GANIRELIX ACETATE	No	19.00%	ONCOLOGY - TOPICAL	TARGRETIN	No	16.50%
INFERTILITY	GONAL-F	No	25.10%	ONCOLOGY - TOPICAL	VALCHLOR	Yes	12.50%
INFERTILITY	GONAL-F RFF	No	25.10%	OPHTHALMIC AGENTS	CYSTADROPS	Yes	13.00%
INFERTILITY	MENOPUR	No	19.30%	OPHTHALMIC AGENTS	CYSTARAN	Yes	15.50%
INFERTILITY	NOVAREL	No	35.00%	OPHTHALMIC AGENTS	OXERVATE	Yes	15.00%
INFERTILITY	OVIDREL	No	19.70%	OSTEOPOROSIS	FORTEO	No	16.40%
INFERTILITY	PREGNYL	No	35.00%	OSTEOPOROSIS	TERIPARATIDE	No	16.00%
INFLAMMATORY CONDITIONS	ABRILADA	No	14.00%	OSTEOPOROSIS	TYMLOS	No	15.80%

INFLAMMATORY CONDITIONS	ACTEMRA	No	16.70%	PARKINSONS DISEASE	KYNMOBI	No	12.00%
INFLAMMATORY CONDITIONS	ADALIMUMAB-AACF	No	14.00%	PARKINSON'S DISEASE	APOKYN	Yes	14.10%
INFLAMMATORY CONDITIONS	ADALIMUMAB-AATY	No	14.00%	PARKINSON'S DISEASE	APOMORPHINE	Yes	35.00%
INFLAMMATORY CONDITIONS	ADALIMUMAB-ADAZ	No	15.00%	PARKINSON'S DISEASE	INBRIJA	Yes	15.00%
INFLAMMATORY CONDITIONS	ADALIMUMAB-ADBM	No	14.00%	PULMONARY FIBROSIS	ESBRIET	Yes	16.00%
INFLAMMATORY CONDITIONS	ADALIMUMAB-FKJP	No	14.00%	PULMONARY FIBROSIS	OFEV	Yes	15.00%
INFLAMMATORY CONDITIONS	ADALIMUMAB-RYVK	No	14.00%	PULMONARY FIBROSIS	PIRFENIDONE	No	85.00%
INFLAMMATORY CONDITIONS	ADBRY	Yes	13.00%	PULMONARY HYPERTENSION	ADCIRCA	No	16.00%
INFLAMMATORY CONDITIONS	AMJEVITA	No	18.50%	PULMONARY HYPERTENSION	ADEMPAS	Yes	16.00%
INFLAMMATORY CONDITIONS	BIMZELX	No	18.50%	PULMONARY HYPERTENSION	ALYQ	No	85.00%
INFLAMMATORY CONDITIONS	CIBINQO	No	16.00%	PULMONARY HYPERTENSION	AMBRISENTAN	Yes	84.00%
INFLAMMATORY CONDITIONS	CIMZIA	No	18.00%	PULMONARY HYPERTENSION	BOSENTAN	Yes	70.00%
INFLAMMATORY CONDITIONS	CORTROPHIN	Yes	13.00%	PULMONARY HYPERTENSION	LETAIRIS	Yes	15.20%
INFLAMMATORY CONDITIONS	COSENTYX	No	16.00%	PULMONARY HYPERTENSION	LIQREV	Yes	13.00%
INFLAMMATORY CONDITIONS	CYLTEZO	No	18.50%	PULMONARY HYPERTENSION	OPSUMIT	Yes	16.30%
INFLAMMATORY CONDITIONS	DUPIXENT	No	16.60%	PULMONARY HYPERTENSION	ORENITRAM	Yes	16.00%
INFLAMMATORY CONDITIONS	EBGLYSS	No	16.60%	PULMONARY HYPERTENSION	REVATIO	No	15.80%
INFLAMMATORY CONDITIONS	ENBREL	No	17.00%	PULMONARY HYPERTENSION	SILDENAFIL	No	95.80%
INFLAMMATORY CONDITIONS	ENTYVIO	No	17.20%	PULMONARY HYPERTENSION	TADALAFIL	No	94.00%
INFLAMMATORY CONDITIONS	H.P. ACTHAR	Yes	16.00%	PULMONARY HYPERTENSION	TADLIQ	Yes	13.00%

INFLAMMATORY CONDITIONS	HADLIMA	No	15.00%	PULMONARY HYPERTENSION	TRACLEER	Yes	16.00%
INFLAMMATORY CONDITIONS	HULIO	No	14.00%	PULMONARY HYPERTENSION	TYVASO	Yes	15.50%
INFLAMMATORY CONDITIONS	HUMIRA	No	18.50%	PULMONARY HYPERTENSION	UPTRAVI	Yes	17.30%
INFLAMMATORY CONDITIONS	HYRIMOZ	No	14.00%	PULMONARY HYPERTENSION	VENTAVIS*	Yes	15.50%
INFLAMMATORY CONDITIONS	IDACIO	No	14.00%	PULMONARY HYPERTENSION	WINREVAIR	Yes	14.00%
INFLAMMATORY CONDITIONS	ILUMYA	No	16.60%	WOUND MANAGEMENT	FILSUVEZ	Yes	15.00%
INFLAMMATORY CONDITIONS	KEVZARA	No	12.50%				

*Includes Nebulizer

1Q 2025

MINNEAPOLIS PUBLIC SCHOOLS

Capital Planning, Construction & Maintenance Department

Construction Contract Change Order Cover Sheet

		Request Date	8/22/2025
Project Name	Edison HS Track Resurfacing Project	Project Number	25EDIS001
Contractor Name	Upper Midwest Athletic Construction	Substantial Completion Date:	8/8/2025
Board Authorized Amount	$ 192,562.70	Board Authorized Date	2/11/2025
Original Contract Amount	$ 175,057.00	Contract Date:	2/11/2025
SRM #	4400002854		

Summary of Change Orders

Change Order #1	$	30,128.00	Discus Cirlce and Cage Replacement, Track Bituminous Replacement
Change Order #2	$	14,302.00	Discus cage extension netting
Change Order #3	$	-	
Change Order #4	$	-	
Change Order #5	$	-	
Change Order #6	$	-	
		Total of Change Orders	$ 44,430.00

AMOUNT OF THIS CHANGE ORDER #	**2**	**$ 14,302.00**
Total Amount of Change Orders to Date		**$ 30,128.00**
REVISED CONTRACT AMOUNT		**$ 219,487.00**
Revised Date of Substantial Completion		N/A
Date of Requested Board Action		9/9/2025

Reviewed By: Jibriil Yusuf — Date: 08/22/2025
Manager, Capital Planning & Construction

Reviewed by: Tom Streif — Date: 8/25/025
Procurement

Approved By: _____ — Date: _____
Senior Operations Officer

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Edison High School Track Resurfacing
700 22nd Avenue NE
Minneapolis, MN 55418

CONTRACT INFORMATION:
Contract For: All Work
Date: February 11, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: July 18, 2025

OWNER: *(Name and address)*
Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

ARCHITECT: *(Name and address)*
Bolton & Menk, Inc.

3300 Fernbrook Lane North
Suite 300
Plymouth, MN 55447

CONTRACTOR: *(Name and address)*
Upper Midwest Athletic Construction, Inc.

3017 161st Ave NW
Andover, MN 55304

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Discus Cage Extension Netting: $14,302

See attached for details.

The original Contract Sum was	$	175,057.00
The net change by previously authorized Change Orders	$	30,128.00
The Contract Sum prior to this Change Order was	$	205,185.00
The Contract Sum will be increased by this Change Order in the amount of	$	14,302.00
The new Contract Sum including this Change Order will be	$	219,487.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

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

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

Bolton & Menk, Inc.	Upper Midwest Athletic Construction, Inc.	Minneapolis Public Schools Special School District #1
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Jay R Pomeroy, PLA	Eric Hicks - President	Jibriil Yusuf, Manager PDC
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
7/18/2025	7/22/2025	08/26/2025
DATE	DATE	DATE

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User Notes:
(3B9ADA5B)

Serving Minnesota, Wisconsin, Iowa, Nebraska, North Dakota, and South Dakota

3017 161st Ave NW, Andover, MN 55304
763-753-1127 – Phone
763-753-3619 – Fax
eric@umathleticconstruction.com

MN Contractors No. IR722325
IA Contractors No. C090307
SD Contractors No. 1038-5477-ET

July 16, 2025

Edison High School
Track Resurfacing Project

We propose the following

Discus Cage Extension Netting

1. Furnish and install 80 LF of discus cage extension netting along north vector line
    a. 4 EA – 4" x 14'H black powder coated poles with 3' arc offset
    b. 4 EA – 4" Ground sleeves for installation
    c. #36 twisted, knotted black nylon safety net
        i. Includes all cabling and hardware for complete installation **Total $14,302**

Thank you,

Eric Hicks
Upper Midwest Athletic Construction, Inc.

Sourcewell
Awarded Contract
Contract # 031622-AST

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND Menlo Park; Eastside Neighborhood Services
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program Menlo Park has an estimated Average Daily Membership (ADM) or:

44.81	Secondary students

as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2025/2026 Revenue
7-12 Grades	44.81	**1.2**	53.77	$415,199.10

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2027 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2027, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2025-26. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2025-26 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$415,199.10	$41,519.91
Compensatory Education	$223,304.24 **(Menlo Extended)** $20,337.00	$24,364.12
Title 1	**(Title 1 Family)** $688.00 **(Title 1 Basic)** $28,036.00 **(Title 1 Basic Menlo Extended)** $1,956.00	**Invoiced Quarterly**

Funding for approved summer school programs will be distributed when the district receives the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

`

TOTAL $689,520.34

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date

Title: _____

Menlo Park; Eastside Neighborhood Services

By: Mary Anstett 8/27/25
date

Title: President

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND Nawayee Center School
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program Nawayee Center School has an estimated Average Daily Membership (ADM) or:

	Secondary students

as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2025/2026 Revenue
7-12 Grades	35.95	1.2	43.14	$326,711.13

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2027 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2027, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2025-26. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2025-26 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$326,711.13	$32,671.11
Compensatory Education	$237,454.92	$23,745.49
Title 1 (Invoice through Funded Programs)	(Title 1 Family) $576.00 (Title 1 Basic) $23,472.00	Invoiced Quarterly

Funding for approved summer school programs will be distributed when the district receives the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

$588,214.05

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date

Title: _____

Nawayee Center School

By: [signature] 8/29/25
date

Title: Executive Director

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND Project for Pride in Living- MERC
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program Pride in Living- MERC has an estimated Average Daily Membership (ADM) or:

61.79	Secondary students

as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2025/2026 Revenue
7-12 Grades	61.79	**1.2**	74.15	$565,726.64

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2027 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2027, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2025-26. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2025-26 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$415,199.10	$41,519.91
Compensatory Education	$228,791.25 **(MERC Extended)** $47,453.00	$27,624.42
Title 1	**(Title 1 Family)** $688.00 **(Title 1 Basic)** $34,556.00 **(Title 1 Basic MERC Extended)** $4,564.00 **(Title 1 Family MERC Extended)** $112.00	**Invoiced Quarterly**

Funding for approved summer school programs will be distributed when the district receives the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

$731,363.35

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date

Title: _____

PPL- MERC

By: _____ **date** 8/27/25

Title: Senior Director of Education

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND Project for Pride in Living- LNAS
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program PPL- LNAS has an estimated Average Daily Membership (ADM) or:

48.27	Secondary students

as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2025/2026 Revenue
7-12 Grades	48.27	**1.2**	57.92	$453,522.23

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2027 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2027, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2025-26. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2025-26 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$453,522.23	$45,352.22
Compensatory Education	$118,001.52	$11,800.15
Title 1 **(Invoice through Funded Programs)**	**(Title 1 Family)** $608.00 **(Title 1 Basic)** $24,776.00	**Invoiced Monthly**

Funding for approved summer school programs will be distributed when the district receives the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

$596,907.75

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date
Title: _____

Project for Pride in Living- LNAS

By: _____
Senior Director of Education **date** 8/27/25
Title: _____

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND PYC High School
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program PYC High School has an estimated Average Daily Membership (ADM) or:

88.67	Secondary students

as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2025/2026 Revenue	Total Revenue
7-12 Grades	88.67	**1.2**	106.40	$746,124.22	$746,124.22

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2027 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2027, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2025-26. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2025-26 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$746,124.22	$74,612.42
Compensatory Education	$540,667.75 **(PYC Extended)** $13,558.00	$55,422.57
Title 1	**(Title 1 Family)** $59,984.00 **(Title 1 Basic)** $1,472.00 **(Title 1 Basic PYC Extended)** $1,304.00 **(Title 1 Family PYCExtended)** $32.00	**Invoiced Monthly**

Funding for approved summer school programs will be distributed when the district receives the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

$1,363,141.97

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date

Title: _____

PYC High School

By: David Lee 9/2/25
date

Title: Director of Education

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND Takoda Prep
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program Takoda Prep has an estimated Average Daily Membership (ADM) or:

25.05	Secondary students

as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2025/2026 Revenue
7-12 Grades	25.05	**1.2**	30.06	$225,248.26

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2027 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2027, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2025-26. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2025-26 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$225,248.26	$22,524.82
Compensatory Education	$147,635.88	$14,763.58
Title 1 **(Invoice through Funded Programs)**	**(Title 1 Family)** $496.00 **(Title 1 Basic)** $20,212.00	**Invoiced Quarterly**

Funding for approved summer school programs will be distributed when the district receives the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

$393,592.14

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date

Title: _____

Takoda Prep

By:_____
date

Title: President & CEO

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND VOA High School
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program VOA High School has an estimated Average Daily Membership (ADM) or:

51.53	Secondary students

as a basis for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2025/2026 Revenue
7-12 Grades	51.53	**1.2**	61.84	$497,626.92

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2027 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2027, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2025-26. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2025-26 school-year will determine the final budget allocation.

Compensation for Compensatory Education and Title I funding is in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$497,626.92	$49,762.69
Compensatory Education	$293,666.28	$29,366.62
Title 1 **(Invoice through Funded Programs)**	**(Title 1 Family)** $1,056.00 **(Title 1 Basic)** $43,032.00	**Invoiced Quarterly**

Funding for approved summer school programs will be distributed when the district receives the funds from the state (approximately December for the year following summer school). There will be no reimbursement for students 21 and over.

TOTAL $835,381.20

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By:_____
date
Title: _____

VOA High School

By: Karina Forrest Perkins 08/27/2025
date
Title: President and CEO

MINNESOTA STATE

LEASE AGREEMENT– MINNESOTA STATE AS LANDLORD

TOTAL AMOUNT: ***Not to exceed $264,339***

1. *$ 248,101 for space rental*
2. *$2,238 for leasehold improvements.*
3. *$5,000 for IT Services and*
4. *$9,000 in Copy/Pint services*

THIS LEASE AGREEMENT is made by and between State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of ***Minneapolis Community and Technical College (MCTC)*****,** located at *1501 Hennepin Ave., Minneapolis, MN 55403***,** hereafter referred to as MINNESOTA STATE or LANDLORD, and **Minneapolis Public Schools, Special School District No. 1** (MPS), a *school district* located at *1250 West Broadway Ave., Minneapolis, MN 55411,* hereafter referred to as TENANT.

WHEREAS, the Board of Trustees of Minnesota State Colleges and Universities is empowered by Minn. Stat. §136F.06, to govern Board-related property, and;

WHEREAS, MINNESOTA STATE has under its control *Kopp Hall* located *1501 Hennepin Ave, Minneapolis, MN 55403*, and has space in that building, and;

WHEREAS, TENANT intends to use the space for *educational purposes;*

NOW THEREFORE, MINNESOTA STATE and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES**.

   MINNESOTA STATE grants and TENANT accepts the lease of the following described Leased Premises located in the City of *Minneapolis*, County of *Hennepin,* Minnesota: more particularly described as:

   Approximately *18,428* usable square feet of space in Kopp Hall located 1501 Hennepin Ave, Minneapolis, MN 55403, as shown on the floor plan or survey on attached **Exhibit A** described below.

   Three kinds of space shall encompass this lease:

1) **Dedicated Use:** space that is to be operated solely by TENANT. This space will be billed on a quarterly schedule by square footage identified in the schedule below.

Address/Room No. / Location	Square Feet	Type	Use
Kopp Building #3330	861	Dedicated	Lecture Style Classroom
Kopp Building #3340	763	Dedicated	Lecture Style Classroom
Kopp Building #3345	878	Dedicated	Lecture Style Classroom
Kopp Building #3350	878	Dedicated	Lecture Style Classroom
Kopp Building #3355	860	Dedicated	Lecture Style Classroom
Kopp Building #3360	1400	Dedicated	Lecture Style Classroom
Kopp Building #3370	1300	Dedicated	Science L:ab
Kopp Building #3371	763	Dedicated	Lab Prep Space/Chemical Storage
Kopp Building #3332	452	Dedicated	Computer Lab
Kopp Building #3000	1360	Dedicated	Office Suite/Nursing
Kopp Building #3100	329	Dedicated	Conference Room
Kopp Building #3311	1142	Dedicated	Library Collection
Technology Building #1201	315	Dedicated	Food Storage
Kopp Building #3200	1,392	Dedicated	Office Suite
TOTAL Dedicated Use Space	**12,693**	**Dedicated**	

Total Dedicated Space, unless adjusted through and executed amendment to this agreement, not to exceed:

Total $136,450

2) **Permitted Use**: space that may be operated by either the TENANT or MINNESOTA STATE. This space will be billed for on a quarterly schedule and the same cost per square foot shall be applied as with "dedicated use" space, but reduced by MINNESOTA STATE's percentage of use.

Address/Room No. / Location	Square Feet	Type	Use
Kopp Building #2700	1224	Permitted	Lecture Style Classroom
Kopp Building #2800	921	Permitted	Lecture Style Classroom
Kopp Building #2430	639	Permitted	Lecture Style Classroom
Kopp Building #2420	600	Permitted	Lecture Style Classroom
Kopp Building #2410	601	Permitted	Lecture Style Classroom
Kopp Building #2400	601	Permitted	Lecture Style Classroom
Kopp Building #3320	1149	Permitted	Lecture Style Classroom
TOTAL Permitted Use Space	**5,735**	**Permitted**	

Total Permitted Use Space, unless adjusted through and executed amendment to this agreement, not to exceed:

Total $61,651

3) **Scheduled Use:** space that may be utilized by the TENANT during prearranged times. This space will be billed for on a quarterly schedule with the hourly rates based on the type of space identified below and the hourly cost identified in Part 3.

Room Description	Cost	Type
Conference Rooms up to 16 seats	Tier 1	Scheduled
Conference Rooms > 16 seats	Tier 2	Scheduled
Art Classroom	Tier 2	Scheduled
Weight Room	Tier 2	Scheduled
Gymnasium	Tier 3	Scheduled
Theater	Tier 3	Scheduled

Total Scheduled Use Space, unless adjusted through and executed amendment to this agreement, not to exceed (see **Attachment A** for further details):

Total not to exceed $50,000

Hereafter referred to as the "Leased Premises".

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and MINNESOTA STATE is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

TENANT is only able to incur additional space rental costs via the authorization of the MPS School Board or designee.

1.2 MINNESOTA STATE reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof, conduits, heating and cooling and other structural elements. MINNESOTA STATE may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided MINNESOTA STATE makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. MINNESOTA STATE shall allow TENANT, its staff, visitors, guests and invitees the use of ***parking cards per their requested number, not to exceed 100 at any given time,*** during the term of this Lease. MINNESOTA STATE reserves the right to change, modify or otherwise redirect the location of the parking at its sole and absolute discretion. TENANT agrees to comply with MINNESOTA STATE's parking program.

2. **TERM.**

The term of this Lease Agreement shall commence on *July 1, 2025* (the "Commencement Date"), and end on *June 30th, 2026,* unless otherwise sooner terminated as provided in this Lease.

3. **PAYMENT OF RENT.**

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to MINNESOTA STATE the sum calculated via Part 1, Leased Premises, of this agreement. MINNESOTA STATE shall provide quarterly invoices with sufficient detail of charges to the TENANT with the calculated sums for LEASED PREMISES, PARKING, INFORMATION TECHNOLOGY, ID cards and any other charges that TENANT may have incurred and had previously agreed to pay.

The TENANT only agrees to pay for charges in excess of this lease agreement that are confirmed in writing by the MPS Superintendent or designee.

Invoices shall be billed as follows:

Term	Dedicated Use Space	Permitted Use Space	Schedule Use Space
July 1 2025 – June 30 2026	$10.75/square foot	$10.75/square foot less MINNESOTA STATE usage	Tier 1: $10.75/hour Tier 2: $21.50/hour Tier 3: $43.00/hour

3.2 Parking charges may either be prepaid by TENANT or included in the quarterly billing.

TENANT shall pay MINNESOTA STATE

- $10 for each new ID card used for parking and
- $2.50/per entry, not to exceed $2.50 for the day/user (multiple uses of the same card are $0 if used for the same vehicle)
- Replacement cards will be charged at $20 each.

Unused prepaid parking funds can be refunded to the TENANT on a monthly basis.

3.3 Information Technology: TENANT shall pay MINNESOTA STATE $25 Per user for MINNESOTA STATE technology access, use and support, up to 200 unique users/year with a value not to exceed $5,000. MINNESOTA STATE agrees to provide instructor workstations and overhead technology within classrooms.

3.4 Copy/Print: TENANT shall be allowed copy/printing access at MINNESOTA STATE according to the following:

- $0.10/black and white impression
- $0.20/color impression

TENANT shall be authorized to make impressions not to exceed to $9,000/year.

3.5 Bond Financed Property. If MINNESOTA STATE used General Obligation bonds (including Higher Education Asset Preservation and Repair "HEAPR") to purchase, construct or improve the Leased Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of the Department of Management and Budget, his or her successor and assigns, up to and including furnishing any documents as the Commissioner determines to be necessary to ensure that interest paid on the General Obligation Bonds, if any, used to purchase, construct or improve the property of which the Leased Premises is a part, is exempt from federal taxation.

3.6 Invoices are payable within thirty (30) days to MINNESOTA STATE.

4. **USE.**

TENANT shall use and occupy the Leased Premises only as *to conduct the educational mission(s) of Wellstone International High School and Minneapolis Public Schools* and for no other purposes without MINNESOTA STATE's prior written consent for each instance.

5. TERMINATION.

5.1 This Lease may be terminated by MINNESOTA STATE with or without cause at any time upon giving sixty (60) days prior written notice of such termination to TENANT.

This Lease may be terminated by TENANT with or without cause at any time upon giving one hundred eighty (180) days prior written notice of such termination to MINNESOTA STATE.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to MINNESOTA STATE by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.

b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by MINNESOTA STATE without notice to TENANT or to any other person and without obligation to account for them. TENANT will pay MINNESOTA STATE all expenses incurred in connection with MINNESOTA STATE'S disposition of such personal property, including without limitation the cost of repairing any damage to the building or premises caused by removal of such property. TENANT'S obligation to pay all of MINNESOTA STATE'S expenses incurred in connection with removal of TENANT'S personal property shall survive the termination of this Lease.

6. DUTIES OF LANDLORD.

MINNESOTA STATE shall provide light, heat and air conditioning to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. MINNESOTA STATE shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities: MINNESOTA STATE shall bear the cost of the following utilities: heating and cooling, water and sewer, electric, internet services, telephone (excluding long distance)

6.2 Janitorial Service: MINNESOTA STATE shall provide janitorial services and supplies to the Leased Premises and common areas of the building on a daily basis, Monday through Friday.

6.3 Trash Removal: MINNESOTA STATE shall provide the Leased Premises with a means or system of waste or trash disposal. Consistent with Minn. Stat. 16B.24, subd. 6(d), MINNESOTA STATE shall provide space for recyclable materials. MINNESOTA STATE shall provide recycling services at its expense.

6.4 Common Areas: MINNESOTA STATE shall provide yard care for the complex.

6.5 Snow Removal: MINNESOTA STATE shall keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building cleared of snow, ice and debris, including the parking lot.

6.6 Maintenance: MINNESOTA STATE shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork. MINNESOTA STATE shall also maintain the foundation, roof and exterior walls of the building.

6.7 Repairs: MINNESOTA STATE shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that MINNESOTA STATE shall not be responsible for repairs upon implements or articles which are the personal property of TENANT, nor shall MINNESOTA STATE bear the expense of repairs to the Leased Premises necessitated by damage caused by TENANT beyond normal wear and tear. TENANT will be responsible to maintain the interior walls, ceilings, windows and doors of the Leased Premises, as well as any equipment that is located within and exclusively serves the Leased Premises.

6.8 Delivery of Leased Premises: MINNESOTA STATE covenants that it will deliver the Leased Premises to TENANT in good condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.

6.9 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

6.10 Energy Conservation: Minnesota State shall operate within Minnesota State energy guidelines and may enact energy initiatives to reduce energy consumption. Minnesota State participates in energy conservation measures enacted by State or Federal authority as may be specifically required by such governmental orders or regulations.

6.11 Accessibility: MINNESOTA STATE agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part in compliance with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

6.12 Public Safety: MINNESOTA STATE agrees to provide public safety services to TENANT commensurate to other community members of its campus. MINNESOTA will work with TENANT in good faith in order to accommodate the TENANT's schedule of safety drills and other security measures if they differ from MINNESOTA STATE's.

6.13 Information Technology Services: MINNESOTA STATE agrees to provide telephone services, telephones, internet service including network and wireless, printing, classroom technology services and support to the TENANT aligning to other community members of the campus. MINNESOTA STATE will partner with the Information Technology Services team of the TENANT to ensure the users are trained and supported by the MINNESOTA STATE Information Technology Services team.

6.14 Shutdowns: MINNESOTA STATE reserves the right to shut down electricity, heat, water or air conditioning when necessitated by safety, repairs, alterations or upgrades. MINNESOTA STATE will give TENANT at least one (1) day notice of such shutdown, except in case of emergency, which shall require no advance notification. MINNESOTA STATE will use reasonable efforts to not shut down TENANT's utilities during business hours. MINNESOTA STATE will have no liability to TENANT for any loss, damage or expense that TENANT may sustain due to such shut down.

7. DUTIES OF TENANT.

7.1 Electronic Devices: TENANT agrees to supply MPS instructors, staff and students with desktops and/or laptops for use at MINNESOTA STATE's leased premises.

7.2 Window coverings, interior painting and alterations, subject to MINNESOTA STATE's prior written approval, see Paragraph 8, Alterations.

7.3 Identification signs, subject to MINNESOTA STATE'S prior written approval, see Paragraph 8, Alterations.

7.4 Furniture, Fixtures, and Equipment. TENANT shall supply all furnishings necessary for its use of the Leased Premises. TENANT shall be allowed use of MINNESOTA STATE's existing furnishings if movement or storage of such furnishing is in excess of future benefit that can be derived.

7.5 Condition of Premises. TENANT agrees to maintain the Leased Premises in a reasonably clean and sanitary condition.

7.6 Energy Conservation. TENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and other utility or service, whether such is furnished by MINNESOTA STATE or obtained and paid for by TENANT.

7.7 Compliance with Laws. TENANT shall comply with all applicable municipal, county and state laws, ordinances and regulations, and shall obtain and pay for all licenses and permits (and special use permits, if applicable) as may be required by its use of the Leased Premises.

7.8 Tax or Impositions. In the event that a state or local tax is imposed upon MINNESOTA STATE due to TENANT'S occupancy, use, valuable possession or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of TENANT.

7.9 Human Rights: When applicable, TENANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minn. Stat. Section 363A.36, or that it has not had more than 40 full-time employees at any time during the previous 12 months and claims exemption from Minn. Stat. Section 363A.36.

7.10 Repairs. TENANT shall, except as otherwise specified herein, maintain in good repair and condition the Leased Premises including the building and any and all equipment, fixtures or appurtenances furnished by MINNESOTA STATE under this Lease. TENANT will be responsible to maintain the interior walls, ceilings, windows and doors of the Leased Premises, as well as any equipment that is located within and exclusively serves the Leased Premises.

7.11 Nuisance. TENANT agrees not to use the Leased Premises in any way which, in the judgment of MINNESOTA STATE, poses a hazard to building occupants, the Leased Premises or the building, in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to building occupants or others.

7.12 No Smoking. TENANT shall comply with the campus policy on tobacco use on campus grounds.

8. **ALTERATION OF LEASED PREMISES.**

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of MINNESOTA STATE. All alterations, additions, improvements and fixtures (including floor coverings), which may be made or installed by MINNESOTA STATE upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of MINNESOTA STATE, and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear.

8.1 Alterations, additions or changes shall comply with all applicable codes and MINNESOTA STATE Design and Construction Standards. TENANT shall at all times observe all fire and building codes relating to its operation and use of the Leased Premises. TENANT shall comply with all applicable laws and requirements including, but not limited to the City, County, and State of Minnesota as to sanitary, health and safety conditions and as to the use of the Leased Premises by TENANT

8.2 Alterations, additions or changes shall be at TENANT's sole cost and expense to furnish all labor and materials to make all alterations and structural changes necessary for use of the building as permitted by this Lease.

MINNESOTA STATE will work directly with vendors on behalf of the TENANT to coordinate and manage any alterations of the Leased Premises.

MINNESOTA STATE will consult with TENANT and ensure that their intent for the space is realized. All costs will be agreed upon before contracting with a third party and commencement of work.

MINNESOTA STATE will pay for alterations requested in writing by the MPS Superintendent or designees and invoice TENANT over the course of this lease agreement at an interest rate of 2%. These costs will be added to the quarterly invoicing by MINNESOTA STATE.

Alterations made on behalf of TENANT are not to exceed $150,000 and any subsequent alterations must have the express written approval of the MPS Superintendent or designee.

If TENANT or MINNESOTA STATE terminate this agreement prior to the completion of its third year, any outstanding principal balance for the cost of alterations are due to MINNESOTA STATE within thirty (30) days.

See **Exhibit C** for an amortization schedule for lease alterations at $150,000. This amount will be modified for the actual cost of leasehold improvements.

8.6 Leased Premises Condition at Termination. TENANT shall vacate the Leased Premises in good order and in the same repair as which the Leased Premises existed at the commencement of this Lease Agreement, ordinary wear and tear excepted, and, shall remove all its property and fixtures there from so MINNESOTA STATE can repossess the Leased Premises not later than the day after the expiration of this Lease Agreement or any renewal thereof, whether upon notice or by holdover or otherwise. TENANT may at any time prior to or upon the termination of this Lease Agreement or any renewal or extension thereof, remove from the Leased Premises all materials, equipment and property of every other sort or nature installed by TENANT thereon, provided that such property is removed without substantial injury to the Leased Premises. No injury or damage shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property or equipment. MINNESOTA STATE may require TENANT to remove same from the Leased Premises, at MINNESOTA STATE's sole discretion, if MINNESOTA STATE provides TENANT with written notice at least 15 days prior to termination of the lease.

9. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. MINNESOTA STATE'S ACCESS.

MINNESOTA STATE, acting through its designated agent, employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. INSURANCE.

11.1 **General Liability.** TENANT shall acquire and maintain, at its sole expense, all the insurance described on **Exhibit C**, attached hereto and made a part of this Lease Agreement, naming both Minnesota State Colleges and Universities and *Minneapolis Community and Technical College* as additional insured.

11.2. **Property Damage**. It shall be the duty of MINNESOTA STATE and TENANT to maintain insurance on their own property, both real and personal. MINNESOTA STATE

may maintain either insurance or self-insurance. Notwithstanding anything apparently to the contrary of this Lease Agreement, MINNESOTA STATE and TENANT hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

12. **LIABILITY.**

MINNESOTA STATE and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. MINNESOTA STATE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

13. **MINNESOTA STATE TO BE HELD HARMLESS.**

MINNESOTA STATE shall not be liable for any suits, actions or claims of any character for injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising out of the conduct, management or use of the Leased Premises by TENANT or arising out of any work or thing whatsoever done in or about the premises or structures or equipment therein when such has been authorized by TENANT, except as such injury, death or property damage is attributable to MINNESOTA STATE'S negligence as determined by a court of law. TENANT shall indemnify MINNESOTA STATE and hold it harmless from any and all such suits, actions or claims. This provision shall survive the termination of this Lease.

14. **PERSONAL PROPERTY RISK.**

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and MINNESOTA STATE shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.**

If all or a substantial part of the Leased Premises is rendered untenantable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), MINNESOTA STATE shall have the option, at its sole and absolute discretion, to either:

a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall MINNESOTA STATE have any obligation: 1) to make repairs or restoration beyond the extent of insurance proceeds received by MINNESOTA STATE for such repairs or

restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If MINNESOTA STATE elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall MINNESOTA STATE be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If MINNESOTA STATE elects to terminate the Lease Agreement, MINNESOTA STATE shall notify TENANT in writing within 180 days of the date of the Casualty.

16. **HOLDING OVER.**

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that if TENANT holds over for more than five days, the amount of Rent due each month will be doubled. The increased Rent payment will be due each month, including the first month Tenant holds over, until TENANT vacates the Leased Premises. TENANT will also be liable to MINNESOTA STATE for all costs, losses, claims or liabilities that MINNESOTA STATE may incur as a result of TENANT's failure to surrender possession of the Leased Premises to MINNESOTA STATE upon the expiration or earlier termination of the Lease.

17. **DEFAULT BY TENANT.**

If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from MINNESOTA STATE, MINNESOTA STATE may exercise one or more of the following remedies, or any other remedy available at law or in equity:

a. terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;
b. re-enter the Leased Premises and remove all persons and property from the Leased Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease;
c. re-let the Leased Premises without terminating the Lease. All amounts received from such re-letting shall be applied: first, to the payment of any costs of re-letting, and second, to the payment of Rent due and owing under this Lease Agreement. If the amount received from

re-letting in any month is less than the amount of Rent to be paid by TENANT, TENANT will pay any such deficiency to MINNESOTA STATE upon demand.

18. **SELF-HELP RIGHT.**

If TENANT defaults in the performance of any term of this Lease Agreement, MINNESOTA STATE, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that MINNESOTA STATE gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by MINNESOTA STATE and all losses, costs and expenses incurred by MINNESOTA STATE, in connection with any such performance by MINNESOTA STATE pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by MINNESOTA STATE for any property, material, labor or services provided by MINNESOTA STATE to TENANT.

19. **WAIVER OF COVENANTS.**

The failure of MINNESOTA STATE to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but TENANT'S obligation with respect to such future performance shall continue in full force and effect.

20. **BUILDING ACCESS.**

MINNESOTA STATE shall provide for access to the Leased Premises *during normal College building hours.*

Building hours during fall and spring terms are:

- *6;30 a.m. to 10:30 p.m. Monday through Friday*
- *7:00 a.m. to 5:00 p.m. Saturdays*
- *Sunday – Closed*

These hours are subject to change during summer term and during breaks between terms.
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21. **NOTICES.**

All notices, requests, and other communications between MINNESOTA STATE and TENANT that are required or that MINNESOTA STATE or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

TENANT: *Minneapolis Public Schools*
Special School District No. 1

1250 West Broadway Ave.
Minneapolis, MN 55411
ATTN: *Real Estate Office*

MINNESOTA STATE: *Minneapolis Community and Technical College*
1501 Hennepin Ave., Minneapolis, MN 55403
ATTN: *Chris Rau, Vice President of Finance and Operations*

With a copy to: Minnesota State Colleges and Universities
30 E. 7th Street, Suite 350
St. Paul, MN 55101
ATTN: Real Estate Services

22. **NEW LANDLORD**.

In the event the Leased Premised or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if MINNESOTA STATE shall sell, convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to MINNESOTA STATE, proper written notice of such change must be delivered to TENANT as promptly as possible.

23. **AUDIT.**

MINNESOTA STATE is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease Agreement shall be subject to reasonable examination by the State, MINNESOTA STATE, MINNESOTA STATE's Internal Auditor or Independent Auditor and/or the Legislative Auditor during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.

24. **ENVIRONMENTAL.**

TENANT shall not use in any way, or permit or suffer the use of the Leased Premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined below, unless it has received the prior written consent of MINNESOTA STATE, which may be unreasonably withheld. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §

9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify MINNESOTA STATE from any and all damages, costs, fines and expenses, including all attorney's fees incurred by Minnesota State that might arise as a result of TENANT's violation of this provision. This provision shall survive the termination of this Lease.

25. **INCORPORATION.**

The Recitals, Exhibits and Attachments are incorporated herein by reference.

26. **ENTIRE AGREEMENT.**

The Lease Agreement documents, which constitute the entire Lease Agreement between the parties except for agreed upon written amendments issued after execution of this Lease Agreement, are enumerated as follows:

- Lease Agreement
- **EXHIBIT A**, Leased Premises
- **EXHIBIT B**, Insurance Requirements
- **EXHIBIT C,** Amortization Schedule
- **ATTACHMENT A**, Scheduled Space Use
- **Any Subsequent amendments, addendum properly executed by the parties.**

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Minneapolis Public Schools, Special School District No. 1

TENANT certifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: _____

Title:
Date: _____

VERIFIED AS TO ENCUMBRANCE: (if applicable)

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15. Expenditure Authorization Entered

By: N/A

Title:
Date: _____

RECOMMENDED BY:

By: _____

Title: CFO, MINNEAPOLIS COMMUNITY AND TECHNICAL COLLEGE
Date: _____

AS TO FORM AND EXECUTION:

By: _____

Title: BUYER, MINNEAPOLIS COMMUNITY AND TECHNICAL COLLEGE

Date: _____

EXHIBIT A – LEASED PREMISES

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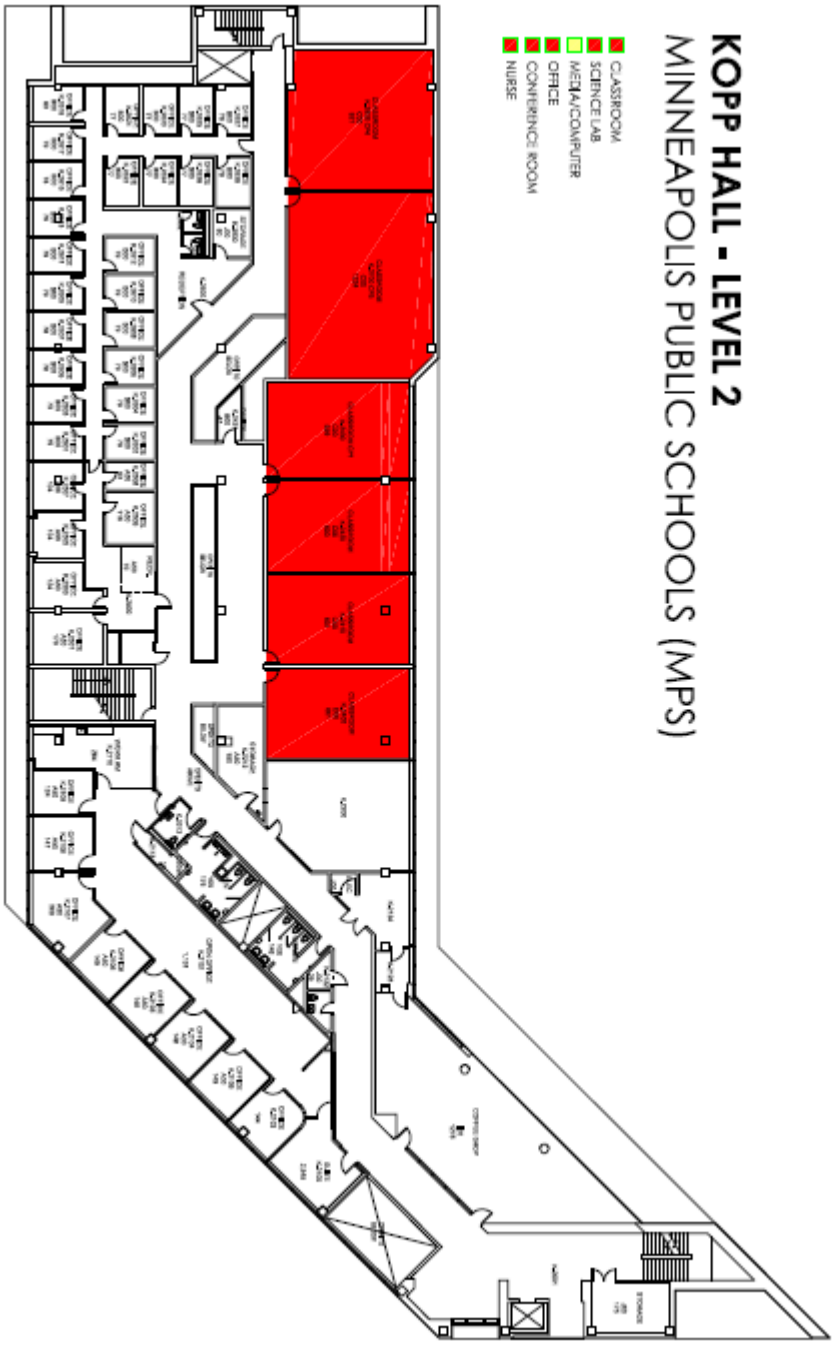


EXHIBIT A – LEASED PREMISES

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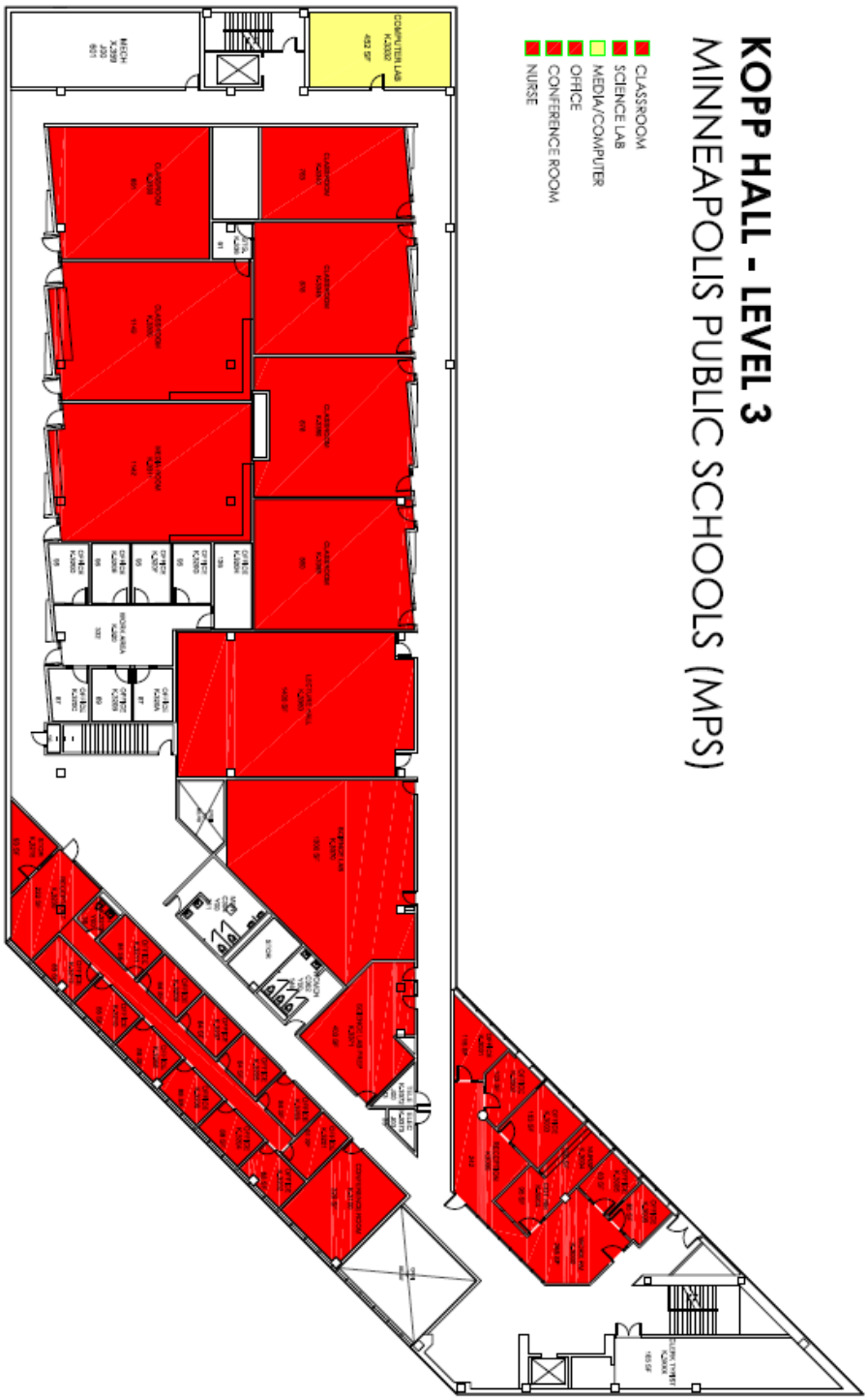


EXHIBIT B
GENERAL INSURANCE REQUIREMENTS

The TENANT shall not commence work in, or occupy, the Leased Premises under this Lease Agreement until TENANT has obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies shall remain in force and effect throughout the term of the Lease Agreement.

POLICY REQUIREMENTS

1. Workers' Compensation Insurance
   A. Statutory Compensation Coverage
   B. Coverage B – Employers Liability with limits of not less than:
      $100,000 Bodily Injury by Disease per Employee
      $500,000 Bodily Injury by Disease Aggregate
      $100,000 Bodily Injury by Accident
2. General Liability Insurance
   A. Minimum Limits of Liability:
      $2,000,000 – Per Occurrence
      $2,000,000 – Annual Aggregate
      $2,000,000 – Annual Aggregate applying to Products/Completed Operations
   B. Coverages:
      X Premises and Operations Bodily Injury and Property Damage
      X Personal & Advertising Injury
      X Blanket Contractual
      X Products and Completed Operations
      X Other; if applicable, please list_____
      X State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- TENANT's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the TENANT's performance under this Lease Agreement.
- TENANT agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless TENANT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- TENANT is responsible for payment of Lease Agreement related insurance premiums and deductibles.
- If TENANT is self-insured, a Certification of Self-Insurance must be attached.
- TENANT's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- TENANT shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
  • An Umbrella or Excess Liability insurance policy may be used to supplement the TENANT's policy limits to satisfy the full policy limits required by the Lease Agreement.

EXHIBIT C
AMORTIZATION SCHEDULE

Page 1 of 2

Loan to Minneapolis Public Schools for Captial Improvements

	Enter values
Loan amount	$ 150,000.00
Annual interest rate	2.00%
Loan period in years	3
Start date of loan	9/1/2022
Monthly payment	$ 4,296.39
Number of payments	36
Total interest	$(150,000.00)
Total cost of loan	$ 154,669.93

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance	Total Quarterly Amount
1		$150,000.00	$ 4,296.39	$4,046.39	$250.00	$145,953.61	
2		$145,953.61	$ 4,296.39	$4,053.13	$243.26	$141,900.48	
3	11/30/2022	$141,900.48	$ 4,296.39	$4,059.89	$236.50	$137,840.60	$12,889.16
4		$137,840.60	$ 4,296.39	$4,066.65	$229.73	$133,773.94	
5		$133,773.94	$ 4,296.39	$4,073.43	$222.96	$129,700.51	
6	2/28/2023	$129,700.51	$ 4,296.39	$4,080.22	$216.17	$125,620.29	$12,889.16
7		$125,620.29	$ 4,296.39	$4,087.02	$209.37	$121,533.27	
8		$121,533.27	$ 4,296.39	$4,093.83	$202.56	$117,439.44	
9	5/31/2023	$117,439.44	$ 4,296.39	$4,100.65	$195.73	$113,338.79	$12,889.16
10		$113,338.79	$ 4,296.39	$4,107.49	$188.90	$109,231.30	
11		$109,231.30	$ 4,296.39	$4,114.33	$182.05	$105,116.97	
12	8/31/2023	$105,116.97	$ 4,296.39	$4,121.19	$175.19	$100,995.77	$12,889.16
13		$100,995.77	$ 4,296.39	$4,128.06	$168.33	$ 96,867.71	
14		$ 96,867.71	$ 4,296.39	$4,134.94	$161.45	$ 92,732.77	
15	11/30/2023	$ 92,732.77	$ 4,296.39	$4,141.83	$154.55	$ 88,590.94	$12,889.16
16		$ 88,590.94	$ 4,296.39	$4,148.74	$147.65	$ 84,442.21	
17		$ 84,442.21	$ 4,296.39	$4,155.65	$140.74	$ 80,286.56	
18	2/29/2024	$ 80,286.56	$ 4,296.39	$4,162.58	$133.81	$ 76,123.98	$12,889.16
19		$ 76,123.98	$ 4,296.39	$4,169.51	$126.87	$ 71,954.47	
20		$ 71,954.47	$ 4,296.39	$4,176.46	$119.92	$ 67,778.00	

EXHIBIT C
AMORTIZATION SCHEDULE

Page 2 of 2

21	5/31/2024	$ 67,778.00	$ 4,296.39	$4,183.42	$112.96	$ 63,594.58	$12,889.16
22		$ 63,594.58	$ 4,296.39	$4,190.40	$105.99	$ 59,404.18	
23		$ 59,404.18	$ 4,296.39	$4,197.38	$ 99.01	$ 55,206.80	
24	8/31/2024	$ 55,206.80	$ 4,296.39	$4,204.38	$ 92.01	$ 51,002.43	$12,889.16
25		$ 51,002.43	$ 4,296.39	$4,211.38	$ 85.00	$ 46,791.05	
26		$ 46,791.05	$ 4,296.39	$4,218.40	$ 77.99	$ 42,572.64	
27	11/30/2024	$ 42,572.64	$ 4,296.39	$4,225.43	$ 70.95	$ 38,347.21	$12,889.16
28		$ 38,347.21	$ 4,296.39	$4,232.47	$ 63.91	$ 34,114.74	
29		$ 34,114.74	$ 4,296.39	$4,239.53	$ 56.86	$ 29,875.21	
30	2/28/2025	$ 29,875.21	$ 4,296.39	$4,246.59	$ 49.79	$ 25,628.61	$12,889.16
31		$ 25,628.61	$ 4,296.39	$4,253.67	$ 42.71	$ 21,374.94	
32		$ 21,374.94	$ 4,296.39	$4,260.76	$ 35.62	$ 17,114.18	
33	5/31/2025	$ 17,114.18	$ 4,296.39	$4,267.86	$ 28.52	$ 12,846.32	$12,889.16
34		$ 12,846.32	$ 4,296.39	$4,274.98	$ 21.41	$ 8,571.34	
35		$ 8,571.34	$ 4,296.39	$4,282.10	$ 14.29	$ 4,289.24	
36	8/31/2025	$ 4,289.24	$ 4,296.39	$4,289.24	$ 7.15	$ (0.00)	$12,889.16

ATTACHMENT A
SCHEDULED USE SPACE

Scheduled Use Space

Scheduled Conference	FY23	FY24	FY25	FY26	FY27	Hours not to Exceed
Rooms < 16	$ 1,000.00	$ 1,025.00	$ 1,050.00			100
Art Classrooms	$ 16,000.00	$ 16,400.00	$ 16,800.00			800
Gymnasium	$ 44,000.00	$ 45,100.00	$ 46,200.00			1100
Weight Room	$ 10,000.00	$ 10,250.00	$ 10,500.00			500
Theater	$ 20,000.00	$ 20,500.00	$ 21,000.00			500
Total	$ 91,000.00	$ 93,275.00	$ 95,550.00			

Tier 1	$ 10.00	$ 10.25	$ 10.50	$ 10.75	$ 11.00
Tier 2	$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00
Tier 3	$ 40.00	$ 41.00	$ 42.00	$ 43.00	$ 44.00

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STATE OF MINNESOTA

MONITORING EQUIPMENT SITE LEASE

LEASE NO. **PC0075**

This Lease Agreement is between **Minneapolis Public School District, Special School District No. 1,** a special school district created and existing under Minnesota law, 1250 W. Broadway Ave., Minneapolis, MN 55411 (LESSOR) and the **State of Minnesota, Department of Administration**, (LESSEE) acting for the benefit of the Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the use of the following Leased Premises as an air monitoring site in the City of Minneapolis, MN 55411.

   1.1 LESSOR grants and LESSEE accepts the use of the following space measuring approximately 50 sq. ft. near the south end of the building and 10 ft. from the edge of roof (reference Exhibit A, which is attached an incorporated into this site lease).

   1.2 Site Address: 1225 N. 7th St. Minneapolis, MN 55441

   1.3 Each site that LESSEE leases from LESSOR pursuant to this Lease is listed and described on the attached **Exhibit A**.

2. **TERM** This Lease Agreement is for a term of 60 months commencing September 1, 2025 and continuing through August 31, 2030 ("Lease Term").

3. **RENT** LESSEE shall pay to LESSOR one hundred dollars ($100.00) for each month payable within 30 days of the end of each month.

4. **DUTIES OF LESSOR**

   4.1 LESSOR shall provide LESSEE with access to the Leased Premises.

   4.2 LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment.

   4.3 LESSOR authorizes LESSEE to use the Leased Premises as space for the installation and operation of air monitoring equipment. The LESSEE shall not use the Leased Premises for any other purpose or to make any alterations to the Leased Premises without prior written consent of the LESSOR.

5. **DUTIES OF LESSEE**

   5.1 LESSEE shall pay to LESSOR a fee for electrical usage to operate the monitoring equipment which is included in the rent amount referred to in Clause 3.

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5.2 LESSEE shall pay for the cost of any necessary electrical equipment and its installation.

5.3 LESSEE shall furnish all materials and services required for its use of the Leased Premises.

5.4 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.

5.5 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear, tear and damage by the elements.

5.6 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.

5.7 LESSEE's operators are responsible for checking in at the front desk for access to building during the hours of Monday-Friday 8:00 am-3:00 pm.

5.8 LESSEE shall provide a copy of insurance certificate to Lessor.

5.9 LESSEE is responsible for temporary removal of equipment during any roof repair.

6. **LIABILITY** LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

7. **TERMINATION** This Lease may be terminated by either party for any reason at any time upon providing thirty (30) days prior written notice of termination to the other party.

8. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

8.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to LESSOR and LESSEE.

8.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Section, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR's response shall comply with applicable law, including that the response is timely. If LESSOR denies access to the data, LESSOR's response must reference the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

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9. **COMPLIANCE WITH OTHER LAWS** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

10. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between LESSOR and LESSEE relating in any manner to the Rent, LESSEE's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by LESSOR and LESSEE.

11. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

12. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

13. **NOTICES**

13.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 13.2 below.

a. when personally delivered to the addressee, or

b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service,

c. one (1) business day after deposited with an overnight courier service, or

d. via electronic mail to: (heather.nelson@mpls.k12.mn.us) (provided such delivery or attempted delivery is confirmed).

13.2 Mailing Addresses:

LESSOR:
Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
Attn: Real Estate Manager

LESSEE:
Department of Administration
Real Estate and Construction Services
50 Sherburne Ave, Room 309
St Paul MN 55155

With a copy to:
Minneapolis Public Schools

With a copy to:
Minnesota Pollution Control Agency

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1250 W. Broadway Ave
Minneapolis, MN 55411
Attn: General Counsel

520 Lafayette Rd. N
St. Paul, MN 55115
Attn: Kurt Anderson (EAO Supervisor)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR
MINNEAPOLIS PUBLIC SCHOOLS
DISTRICT, SPECIAL SCHOOL DISTRICT NO. 1

By _____

Title _____

Date _____

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
Delegated to:

By Signed by: Wayne Cords B340E366942B4F6... _____

Title Operations Division Director

Date August 26, 2025

APPROVED:
STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY

By Signed by: Melissa Lewis 5F0F911B6E6D4E8... _____

Title Assistant Division Director

Date August 26, 2025

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15. and 16C.05

By DocuSigned by: Kurt Soular AAC2AB7A9D2A400... _____

Date August 25, 2025

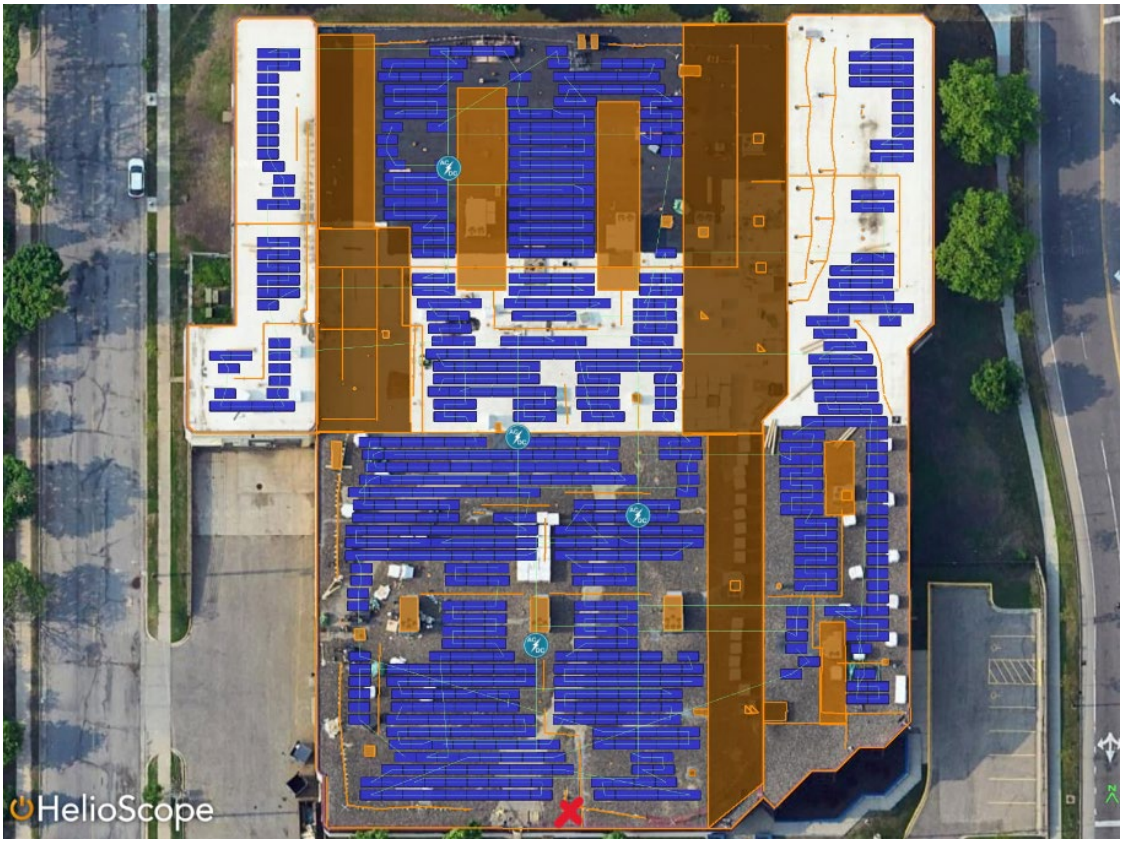
SWIFT P.O. No. 3000039474
Contract No: 267521
Account Code 411001
Funding: 2800 R3234138 R32E192
AI#: 261734 PRO20250178

Docusign Envelope ID: 0514B980-D412-4FCF-A1E5-4B0D5F7D1BA5

Exhibit A

Monitoring site address:
1225 N 7th St,
Minneapolis, MN 55411

Roof top view: X=equipment location facing south



Special School District Number 1
Board of Education Resolution

Resolution: 2025-0039
September 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution certifying the proposed property tax levy for payable 2026

WHEREAS, Minnesota Statutes Section 275.065, subdivision 1(a), requires each school district to certify its proposed levy to the county auditor on or before September 30 of each year; and

WHEREAS, the final levy certification will be determined at the December 9, 2025 school board meeting that will include public comments on the levy and will begin at 6:00 p.m.; and

WHEREAS, the Senior Finance Officer recommends that the proposed levy be certified at the maximum levy limitation.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby certifies the proposed property tax levy for payable 2026 at the maximum levy limitation set by the commissioner of education.

ADOPTED this 9th day of September 2025.

Collin Beachy, Chair

Lori Norvell, Clerk

Special School District Number 1
Board of Education Resolution

Resolution: 2025-0039
September 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

RECORD OF BOARD VOTE

DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Skjefte						
Cerrillo						
Norvell						
Callahan						
Beachy						
Ellison						
Emerick						

Special School District Number 1
Board of Education Resolution

Resolution: 2025-0040
September 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution Extending the 2024-2025 Equity and Diversity Impact Assessment (EDIA) Focus on Early Literacy for the 2025-2026 School Year (2025-0040)

WHEREAS, the Board of Education adopted Early Literacy as the focus of the Equity and Diversity Impact Assessment (EDIA) for the 2024–25 school year; and

WHEREAS, the EDIA process has provided valuable insights into equitable access to early literacy instruction, resource allocations and student outcomes, and continued focus on this topic is essential to improving district Early Literacy Programs; and

WHEREAS, Early Literacy is a broad and complex area of focus that intersects with multiple systems, student needs, and instructional practices, and therefore requires additional time for thorough analysis.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby extends the EDIA focus on Early Literacy through the 2025-2026 school year.

ADOPTED this 9th day of September 2025.

Collin Beachy, Chair

Lori Norvell, Clerk

Special School District Number 1
Board of Education Resolution

Resolution: 2025-0040
September 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

RECORD OF BOARD VOTE

DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Skjefte						
Cerrillo						
Norvell						
Callahan						
Beachy						
Ellison						
Emerick						