

JEFFERSON COMMUNITY SCHOOL ACOUSTIC REMEDIATION

**1200 West 26th Street
Minneapolis, MN 55405**

**Minneapolis Public Schools
Special School District No. 1
1250 West Broadway Avenue
Minneapolis, Minnesota 55411**

PROJECT MANUAL Volume 1 of 2 – Divs. 00 - 01

Official Publication Number: 21-2127

Architect's Project Number: 023-10242-001

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April 5, 2021

**PROJECT MANUAL FOR:
JEFFERSON COMMUNITY SCHOOL ACOUSTIC REMEDIATION
1200 WEST 26TH STREET
MINNEAPOLIS, MINNESOTA 55405
Official Publication Number 21-2127**

ARCHITECT'S PROJECT NUMBER 023-10242-001

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PROJECT REPRESENTATIVE: MICHAEL BJORNBERG**

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April 5, 2021


DOCUMENT 00 01 05

CERTIFICATION PAGE

PROJECT: Jefferson Community School Acoustic Remediation
1200 West 26th Street
MINNEAPOLIS, MINNESOTA 55405

**ARCHITECT'S
CERTIFICATION:** I hereby certify that the Architectural Drawings and Divisions 0 through 14 of the
Specifications were prepared by me or under my direct supervision and that I am a
duly Registered Architect under the laws of the State of Minnesota.

Name: Michael Bjornberg

Signature: 

Date: April 5, 2021

Registration No. 16901

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1.01 DEFINITION

- A. Contract Drawings:
 - 1. Drawings issued for bidding as included in the following List of Drawings.
 - 2. Revision Drawings issued by Addenda during bidding and Supplemental Drawings issued by Architect during execution of the Work to clarify, amplify, or otherwise modify the Contract Drawings.

1.02 LIST OF DRAWINGS

- A. General Information Drawings:
 - G-001 ROOFTOP KEY PLAN AND REFERENCE PHOTOS
- B. Structural Drawings (for Reference Only):
 - SE-115 RTU SUPPORT FRAMING PLANS & DETAILS
 - SE-116 UPPER FRAMING PLAN & DETAILS
 - SE-201 FRAMING ELEVATIONS
- C. Mechanical Drawings (for Reference Only):
 - M6.1 MECHANICAL ROOF PLAN
- D. Basis of Design Drawings:
 - Q20-010308-A01 ACOUSTIC PLENUM (7 sheets)

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END OF DOCUMENT

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CALL FOR BIDS

Special School District No. 1
Official Publication No. 21-2127

Jefferson Community School Acoustic Remediation

Bids Due 1:30PM, CST, April 20, 2021 via Email
Bids Opened 2:00PM, CST, April 20, 2021, via Virtual Bid Opening

To furnish all labor, materials, equipment, and incidentals to complete all work for the MPS Jefferson Community School Acoustic Remediation project, in accordance with Drawings and Specifications prepared by **Leo A Daly, Architects**. A complete set of Contract Documents will be available **April 5, 2021**.

Procurement of Documents is as follows: You may view and order documents for this project by going online to Quest CDN Website: Electronic downloads are available by visiting www.QuestCDN.com. The cost for downloading a set of Contract Documents is \$15. Please contact QuestCDN.com at 952-233-1632 or info@Questcdn.com for assistance in free membership registration, download and working with this digital project information.

In the left column under "Plan rooms", select "Order from Plan Well".

When the next page opens, skip the username section and in the left column under "Public Plan room", select "Go".

Once in the plan room, you may find the project and click on the project number link to the left.

Once in the project, select "Download Complete Set", then "Instant Download".

After Registration, select "Download Now". You will be provided with a link to the files. Simply click it and save to your computer.

You must complete the checkout process, or you will not be notified when Addenda are issued.

A **mandatory** pre-bid meeting for the MPS Jefferson Community School Acoustic Remediation project will be held Friday, April 8, 2021. The meeting starts at 10:00 AM CST, in the Cafeteria at Jefferson Community School, 1200 West 26th Street, Minneapolis, MN 55405. All potential bidders are **REQUIRED** to attend this meeting. **Prompt** attendance is **required** and no bidder will be permitted in the **mandatory** pre-bid after the meeting has started. Allow adequate time to arrive at the school, park, and enter the meeting room prior to **10:00 AM CST**. Site visits to this school project can be made by appointment only.

Note: Bids will be received via email at rxf@mpls.k12.mn.us **AND** Jessica.Pavelka@mpls.k12.mn.us **AND** mjbjornberg@leoadaly.com until **1:30 P.M., CST, date and time specified**. All bids received after that time will not be considered. The vendor assumes all responsibility for having their bid emailed no later than the date and time specified.

There will be a virtual bid opening at 2:00 PM, CST, on April 20, 2021. If you would like to be present for the virtual bid opening, please email Jessica Pavelka at Jessica.Pavelka@mpls.k12.mn.us by 1:30 PM, April 20, 2021 and you will be sent a link to the virtual bid opening.

Bids must be accompanied by a bid deposit of 2% of the total amount bid in the form of a certified check or bidder's corporate surety bond made payable to Special School District No. 1. Include a PDF copy of the certified check or bidder's corporate surety bond when you email your Bid Form and a hard copy of the Bid, supporting documents and Bid Deposit Check must be sent via mail and be postmarked within 5 days after the bid opening. Envelope must bear the name of the firm submitting the bid, the Official Publication Number, and the Official Publication Title. The bid should be addressed to: Procurement, Minneapolis Public Schools, 1250 W. Broadway, Minneapolis, MN 55411.

Special School District No. 1 reserves the right to award this bid in part or in whole to a single supplier or to reject any or all bids if it is in the best interest of the School District to do so. Bids must be typewritten or handwritten and include handwritten signature in ink.

BIDS CONTAINING ANY ALTERATION OR ERASURE WILL BE REJECTED UNLESS ALTERATION OR ERASURE IS CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN AND INITIALED IN INK BESIDE CORRECTION BY THE PERSON SIGNING THE BID.

For more information, please contact Jibril Osman at Jibril.Osman@mpls.k12.mn.us and Aldo Lopez at aldo.lopez@mpls.k12.mn.us

Special School District No. 1 is an Equal Opportunity School District.

INSTRUCTIONS TO BIDDERS

1.01 PROJECT IDENTIFICATION

- A. **Project:** Jefferson Community School Acoustic Remediation
1200 West 26th Street
Minneapolis, MN 55405
- B. **Owner:** Minneapolis Public Schools (MPS)
Special School District No. 1
1250 West Broadway Avenue
Minneapolis, MN 55411
- C. **Architect:** **Leo A Daly**
730 Second Avenue South, Suite 1300
Minneapolis, MN 55402-2455
- D. **Official Publication Number: 21-2127**

1.03 EXAMINATION OF DOCUMENTS, SITE, AND CONDITIONS

- A. Bidders shall carefully examine the Bidding Documents and visit the site of the Work, and shall become fully informed of existing conditions and limitations under which the Work is to be performed. Submittal of a bid shall be conclusive evidence that the bidder has made such examination. Failure to make such examination shall not be accepted as basis for claims for extra compensation or extension of time.
- B. A **Mandatory** pre-bid meeting and tour of the work site is scheduled at the time indicated in Document 00 11 13, Call For Bids. Contact the Architect before this date and register to attend. Additional site visits should be scheduled with the Owner's Representative, Jessica Pavelka, Project Manager, at Jessica.Pavelka@mpls.k12.mn.us.

1.04 INTERPRETATION DURING BIDDING

- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report in writing to the Architect any errors, inconsistencies, or ambiguities discovered.
- B. Bidders and Sub-Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least 7 calendar days prior to the date for receipt of Bids.
- C. Interpretations, corrections, and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon them.
- D. The Contractor will bid the work to complete "on time", i.e. Contractual Substantial Completion date. As such, the Contractor needs to bid a schedule, work hours, and shift work to "get the work done". Successful bidders need to "bid" weekend work, 6-day weeks, double shifts and subsequent premium time, split shifts, and combinations to complete the project per the project schedule submitted by Contractor and accepted by the Owner.

1.05 PRIOR APPROVAL

- A. The materials, products, equipment, contractors and specialty contractors described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least 10 days prior to the bid date. Requests for substitution received after specified time will not be reviewed.

- C. Submit a request for product substitution using a separate Substitution Request Form for each proposed product. Requests shall be submitted using the "Request For Prior Approval Form" attached as an Appendix to this Document.
- D. Requests for product substitution shall include project name and location; Specification Section title, number, and specified product which substitution request is for; name, brand, catalog number, and manufacturer of proposed substitute product; and complete specifications, descriptive literature, and/or samples which are necessary to demonstrate superiority or equality of proposed product to product specified. If required information is not submitted, request for substitution will not be reviewed.
- E. A statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included.
- F. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final. If the Architect/Engineer approves a proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- G. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

1.06 PRIME CONTRACT BIDS

- A. Prime lump sum Base Bids may be received for:
 - 1. General Construction

1.07 BID PREPARATION

- A. Prepare bids on forms issued with the Project Manual. Two (2) complete bid responses, including attachments, are to be returned, one of which must be an original bid. Fill in all blank spaces by typing or by writing in ink. If a bid is not required, or does not apply, insert "Not Applicable" in the blank space. Do not change the wording of the Bid Form. Do not include any interlineations, alterations, or erasures. Acknowledge receipt of all Addenda received. Unauthorized conditions, limitations, or escalator clauses attached to the bid will be cause for rejection of the bid.
- B. Bids shall be submitted as set forth in the Section 00 11 13, Call For Bids. Late bids will be returned unopened. Oral, telephonic, or facsimile bids will not be accepted.
- C. Enter a bid for each Alternate listed. Enter "No Change" if the Alternate does not change the Base Bid Amount.
- D. Enter the bid amount in both writing and figures. In case of discrepancy, the amount written in words shall govern.
- E. There is no exemption from payment of taxes. Include in the bid all sales, excise, use, and other taxes required by Federal, State, and local laws and statutes.
- F. Sign the Bid Form manually in ink. If the bidder is a partnership, the bid shall be signed by one of the partners, and the names and addresses of all partners shall be entered upon or attached to the Bid Form. If the bidder is a corporation, the bid shall be signed by an authorized officer and the corporate seal shall be affixed to the Bid Form.
- G. More than one Bid Form from an individual, firm, partnership, or corporation under the same or different names will not be considered. Evidence that any bidder is interested in more than one bid for the same work will cause rejection of all such bids. Collusion between bidders will be considered sufficient cause for disqualification.

- H. Bidder shall attach to Bid Form, Affirmative Action Bid Statement prepared in accordance with requirements set forth in an Appendix to this Document.
- I. Bidder shall attach to Bid Form, Prevailing Wage Certificate. Refer to Section 00 73 46, Wage Determination Schedule, for copy of certificate.
- J. Bidder shall attach to Bid Form, Attachment A – Prime Contractor Response and Attachment A1 – First Tier Subcontractor List.

1.08 SUBMISSION OF BID

- A. Note: Bids will be received via email at rfx@mpls.k12.mn.us **AND** Jessica.Pavelka@mpls.k12.mn.us until **1:30 P.M., CST, date and time specified**. All bids received after that time will not be considered. The vendor assumes all responsibility for having their bid emailed no later than the date and time specified.
- B. There will be a virtual bid opening at 2:00 PM, CST, on April 20, 2021. If you would like to be present for the virtual bid opening, please email Jessica Pavelka at Jessica.Pavelka@mpls.k12.mn.us by 1:30 PM, April 15, 2021 and you will be sent a link to the virtual bid opening.
- C. Bids must be accompanied by a bid deposit of 2% of the total amount bid in the form of a certified check or bidder's corporate surety bond made payable to Special School District No. 1. Include a PDF copy of the certified check or bidder's corporate surety bond when you email your Bid Form and a hard copy of the Bid, supporting documents and Bid Deposit Check must be sent via mail and be postmarked within 5 days after the bid opening. Envelope must bear the name of the firm submitting the bid, the Official Publication Number, and the Official Publication Title. The bid should be addressed to: Procurement, Minneapolis Public Schools, 1250 W. Broadway, Minneapolis, MN 55411.
- D. Special School District No. 1 reserves the right to award this bid in part or in whole to a single supplier or to reject any or all bids if it is in the best interest of the School District to do so. Bids must be typewritten or handwritten and include handwritten signature in ink.

1.09 BID BOND

- A. Each Prime Contract Bid shall be accompanied by a Bid Bond in the amount of 2 percent of the sum of the Base Bid, plus additive Alternate Bids, pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the Bid Bond shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. The Bid Bond shall be issued by a Surety Company authorized to do business in the State of Minnesota and rated "A" or better, or a certified check or cashier's check from a solvent bank, payable to "Minneapolis Public Schools".
- C. Bid Bonds of the unsuccessful bidders in the form of a check will be mailed back within 5 days after award of prime contract or upon rejection of all bids. However, the Owner reserves the right to retain the bond of the next lowest bidder until 5 days after the lowest bidder enters into a Contract.
- D. The Bid Bond of the successful prime contract bidder will be retained until a satisfactory contract has been executed and a Labor and Material Payment Bond and a Performance Bond have been furnished and approved by the Owner.

1.10 OTHER BONDS

- A. Prior to executing the Contract, the Owner will require the selected Contractor to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the Contract Sum, and each on the forms indicated. All such bonds shall be issued by a Surety acceptable to the Owner, authorized to do business in the State of Minnesota, and rated "A" or better. The costs for all such bonds shall be included in the bid.

1.11 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder after the bid opening for the period of 60 days after the date set for opening thereof, and each Bidder so agrees in submitting a Bid.
- B. Prior to the time and date designated for receipt of Bids, a Bid that has been submitted may be withdrawn by giving notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing and shall include the signature of the Bidder. This notice shall be delivered, or may be transmitted by e-mail, to the place designated for receipt of Bids prior to the time designated for receipt of Bids. If the notice is transmitted by e-mail, a written confirmation, including the signature of the Bidder, shall also be mailed and postmarked on or before the date and time set for receipt of Bids.
- C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid Bond shall be in an amount sufficient for the Bid as modified or resubmitted.

1.12 EVALUATION OF BIDS

- A. It is the intent of the Owner to award a Contract to the lowest responsible and responsive Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.
- B. The Owner shall have the right to accept Alternate Bids in any order and to determine the low Bidder on the basis of the sum of the Base Bid and Alternate Bids.

1.13 CONTRACTOR'S QUALIFICATION STATEMENT

- A. Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement.

1.14 SUBMITTALS

- A. The Bidder shall, within 14 calendar days after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:
 - 1. A designation of the Work to be performed with the Bidder's own forces;
 - 2. Names of the manufacturers, products, and suppliers of principal items or systems of materials and equipment proposed for the Work;
 - 3. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work; and
 - 4. A schedule indicating Shop Drawing log delivery, start of mobilization and verification of permits.
- B. The Bidder may be required to establish, to the satisfaction of the Architect and Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- C. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted Bid Sum or disqualify the Bidder. In the event of either withdrawal or disqualification, Bid Bond will not be forfeited.
- D. Persons and entities proposed by the Bidder, and to whom the Owner and Architect have made no reasonable objection, must be used on the Work for which they were proposed and shall not be changed, except with the written consent of the Owner and Architect.
- E. The Bidder shall submit a list of subcontractors within 5 days of the bid opening. The list of subcontractors cannot change without approval of Owner.

1.15 EXECUTION OF AGREEMENT

- A. The successful bidder, upon notification by the Owner of its intent to award a Contract, shall execute and deliver a Form of Agreement and Bonds as described in Documents 00 52 00 and 00 61 00.

1.16 DAMAGES FOR DELAY

- A. The Contractor shall be responsible for all damages incurred by the Owner and any other separate contractors for delay resulting from the Contractor's failure to complete the Work within the Contract Time or resulting from the progress of the Work failing to substantially conform to the Project Construction Schedule.
- B. If the Contractor is delayed by the Owner, Architect, or any agent or employee of any of the foregoing, the Contractor's sole and exclusive remedy for the delay shall be the right to a time extension for completion of the Contract, and not damages. This paragraph does not preclude the Contractor's recovery of damage for Contractor-caused delays under other provisions of the Contract Documents.

1.17 WAGE RATE REQUIREMENTS

- A. The Contract is being financed in total or partially with State funds. Contractor shall meet the requirements of Minnesota Statutes 177.41 through 177.43 and related Prevailing Wage Rates for Commercial Construction, which is commonly known as the Little Davis-Bacon Act. Refer to Document 00 73 46 in the Project Manual.

END OF DOCUMENT

FORWARD

The Board of Education, Special School District No. 1, has adopted policies requiring Affirmative Action activities in each of its operating divisions and departments.

This document contains an explanation of the Affirmative Action and Company Safety requirements for construction activities and is made available to parties desiring to perform construction service and provide related supplies and materials for the school district. All bid specifications for this work will include an "Affirmative Action Bid Specification Statement" outlining the necessary Affirmative Action information and Company Safety Programs that must accompany the bid.

WHO MUST PRESENT AFFIRMATIVE ACTION PLANS AND COMPANY SAFETY PROGRAMS

The following parties must include Affirmative Action and Company Safety Program information:

1. Persons/firms who enter into contracts with the school district for construction projects or related materials and supplies for over \$10,000 but under \$100,000 will supply a compliance statement on company stationary assuring that the contracting firm is an Equal Opportunity/Affirmative Action employer.
2. Persons/firms who enter into contracts with the school district for construction projects or related materials and supplies for \$100,000 and more will be required to provide a detailed Affirmative Action Plan and Company Safety Programs as described in this document.

AFFIRMATIVE ACTION BID SPECIFICATION STATEMENT

(Submit with Bid Form)

For formal bids over \$100,000, provide a copy of your firm's current Affirmative Action Certificate of Compliance **and** an Affirmative Action Plan that includes:

1. A list showing the number and job categories of all employees with breakdown by race, gender, and disability status.
2. A statement of non-discrimination stating that:

The contractor or subcontractor, where applicable, will not discriminate or retaliate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, gender identify, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to the protected categories. Such action shall include, but not be limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; application, testing, selection, hiring, placement, orientation, on-the-job and external training, educational assistance, transfer opportunity, promotion, discipline, company sponsored social and recreational activities, benefits, recall, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and all other terms and conditions of employment.

3. A statement that the contractor has and continues to post the notice in conspicuous places, available to employees and applicants for employment, such notices of non-discrimination. The contractor or subcontractor, where applicable shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, gender, gender identify, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.

4. A statement that the contractor or subcontractor, where applicable, shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. A statement that contractor or subcontractor shall ensure and maintain a working environment free of harassment based on gender, race or ethnicity, religion or religious practice, disability, gender identify, sexual orientation, or affectional preference. Unlawful harassment has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment; and/or has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or otherwise adversely affects an individual's employment or academic opportunities. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and when is unlawful when submission or rejection of such conduct creates a hostile environment, is made a term or condition of a person's employment, or is the basis for employment decisions.
 - a. Contractor shall ensure that employees who commit such unlawful conduct will be disciplined appropriately. Contractor shall ensure that any good faith reporter will not be subject to retaliation.
6. Contractor shall submit a copy of its complaint reporting procedure for individuals who believe they may have experienced discrimination, harassment, or retaliation, which shall include the ability to report concerns to supervisor(s) as well as appropriate Human Resources representative. Such procedure shall include an investigation process with prompt timelines and ensure confidentiality as appropriate.
7. A statement that the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act, Chapter 363A, and all Federal, State, and Local equal employment opportunity and affirmative action laws, including Title VII of the Civil Rights Act of 1964.
8. A statement that, when hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal committed to in the bid response; provided, however, that the District may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed below, as long as the District is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence in accordance with standards prescribed by the District. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - a. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within (3) business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least (5) business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (b) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the District that the union is not referring minority and women workers consistent with the applicable employment goal.

- b. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (a) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- 1) To notify the District, and minority and women referral organizations listed by the District of its workforce needs, and request referral of minority and women workers;
 - 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - 3) To leave standing requests for additional referral to minority and women workers with the local construction trade union; and
 - 4) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the District, and submitted promptly to the District upon request.
- c. The contractor or subcontractor agrees that nothing contained in (b) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement.
9. Contractors shall ensure that all subcontractors comply with the provisions set forth herein in the RFB, including but not limited to, the Affirmative Action Specifications.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the District any forms so required by the District. The contractor and its subcontractors shall furnish such reports or other documents to the MPS Facilities Compliance Officer as may be requested by the District from time to time in order to carry out the purposes of these requirements for conducting a contract compliance investigation pursuant.

HARASSMENT POLICY STATEMENT

A statement that your company policy is to ensure and maintain a working environment free of harassment, including sexual and racial harassment, at all locations, and in all facilities at which employees are assigned to work. Unwelcome verbal or physical conduct, including written and electronic communication, directed toward individual(s) because of race, color, creed, religion, national origin, sex, age, disability, marital status, sexual orientation, or public assistance status will not be tolerated. Management will ensure that all managers, supervisors, and other personnel carry out this policy.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other unwelcome behavior of a nature. Harassment, including sexual harassment, is unlawful when:

- § Such conduct has the purpose or effect of substantial interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment;
- § Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or receipt of services; or
- § Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

Any employee found to be in violation of this policy will be treated in the same manner as breaching any other company policy, and that employee may be subject to disciplinary action, which may lead to suspension or termination of duties/employment.

COMPLAINT REPORTING PROCEDURE

A statement that within your firm any employee who believes he or she has been subjected to harassment or discrimination covered under this plan should report the incident immediately to any supervisor, manager, or Human Resources representative.

Any supervisor or manager who receives such notice or who otherwise becomes aware of alleged harassment or discrimination will notify the appropriate Human Resources representative who then will conduct a prompt and confidential investigation.

Complaint determination will be made on a case-by-case basis, depending on the circumstances, including the nature of any sexual advances, the context in which they occurred, and any other facts deemed relevant to the determination.

Any notes, reports, or records generated and all information gathered during the investigation will be treated as confidential with disclosure limited to those with a need to know.

It is the responsibility of your company to uphold the law in preventing and correcting sexual harassment and discrimination in our workplace. This will be done in a manner that ensures the protection of the right of all employees.

This policy is not intended to prohibit purely consensual romantic relationships between employees outside of the workplace. Consensual romantic relationships, although not prohibited, are discouraged from being acted out in the workplace, particularly where a supervisor/subordinate relationship exists. Such action may be construed as favoritism towards employees in that relationship and hence may fit the definition of unlawful sexual harassment.

EMPLOYMENT GOALS

Minneapolis Public Schools seeks to increase business opportunities with its Diverse Business Partners (DBP's). Diverse Business Partners is defined as follow:

Women Business Enterprise (WBE)

A business at least 51% owned and operated in the U.S. by women.

Minority Business Enterprise (MBE)

A business at least 51% owned and operated in the U.S. by one of the following groups:

African Americans, Asian Americans, Hispanic Americans, Native Americans

Disadvantage Business Enterprise (DBE)

A business at least 51% owned and operated by socially and economically disadvantage individuals in the U.S. Most of these individuals identify with the following groups:

African Americans, Asian Americans, Hispanic Americans, Native Americans, Asian-Pacific

Gay, Lesbian, Bisexual, Transgender (GLBT)

A business certified through a program like Quorum, which is affiliated with the National Gay & Lesbian Chamber of Commerce in Washington D.C.

Disabled Business Enterprise (DBE)

A business at least 51% owned and operated by an individual in the U.S. with a disability.

Service Disabled Veteran Business Enterprise (SVD)

A business at least 51% owned and operated in the U.S. by an individual considered by the government as a service disabled veteran.

Veteran Owned Business Enterprise

A business at least 51% owned and operated by a veteran who served in the U.S. Armed Forces.

1. The contractor(s) should present an Affirmative Action Plan consistent to maximum extent feasible with the school district's affirmative action policies to the School District Compliance Officer. The district recommends goals as follows:

a. Subcontractors:

Women Business Enterprise Participation (WBE)
5% of Construction Cost

Minority Business Enterprise Participation (MBE)
12% of Construction Cost

b. Workers:

Women (Skilled and Unskilled)	4.5% of the Workforce
Minority (Skilled)	8% of the Workforce
Minority (Unskilled)	15% of the Workforce

If the above goals are not realistic for a particular project, the contractor can establish goals for that project to be justified by the type of work and available workers for that project. Such reset goals are to be placed in writing as part of the Affirmative Action Plan of the contractor for review and acceptance by the School District Compliance Officer.

2. The contractor will furnish, at the time of each payment request, the monthly work hours of employment reports of the contractor's labor force and the labor force of all other contracts over \$100,000 as for the Project required by Section 139.50 of the Minneapolis Code of Ordinance. The contractor will furnish at the time of each payment request certified payroll reports for the contractor and all subcontractors for the project. In addition, the contractor shall comply with all applicable Federal, State, and Local laws, guidelines, and Rules and Regulations, and will permit access to its books to verify compliance. In addition, contractors shall immediately notify the School District Compliance Officer directly if layoffs cause them to fall below the Affirmative Action goals.

3. The plan must specify the following with regard to subcontractors:

a. That all subcontractors are accountable for achievement of the project goals.

b. That each subcontractor will include the affirmative action clause as required by Special School District No. 1 A.A. Guidelines in its contract(s) with the contractor.

c. That the contractor will require each subcontractor to develop an Affirmative Action Plan and provide evidence that such has been accomplished within (5) days of opening bid to Minneapolis School District Compliance Officer.

d. That the contractor will conduct a pre-award review of a contract which exceeds \$250,000 to determine if the subcontractor has the ability to comply with its Affirmative Action Plan.

e. That the contractor will require all subcontractors to report information necessary to submit timely EEO/AA information to the Minneapolis School District's Contract Compliance Officer.

PRE-CONSTRUCTION

Prior to the start of a construction project, the design consultant, prime contractor, and subcontractors shall be told by the District if they are required to attend a pre-construction meeting with the assigned District Construction Coordinator and the District or Facility Diversity Officer. If required, attendance of the contractor or subcontractor is required. The meeting will address:

1. the District's diversity goals and how the contractor and subcontractors may achieve compliance with the goals;
2. information regarding the monitoring and reporting procedures that will be required for the project; and
3. information for the contractors and subcontractors about the District's reporting procedures and penalties for non-compliance.

PENALTIES FOR NON-COMPLIANCE

During the performance of the project, the contractor and subcontractors shall agree to the following:

1. When the contractor, subcontractor, or District has information indicating that the Affirmative Action and/or Employment Goal Specifications are not being followed, the District will investigate and obtain relevant information. The District will engage in informal discussions with the contractor or subcontractor to understand and resolve the issue.
2. If the District has found evidence of a contractor or subcontractor's non-compliance with the Affirmative Action and Employment Goal Specifications and information discussions have not resolved the matter to the District's satisfaction, the District may terminate or suspend in whole or in part the contract with the contractor or subcontractor, and the contractor or subcontractor may be declared ineligible by the District for further District work or contracts. Additionally, the following are available to the District as it chooses:
 - a. The contractor or subcontractor shall be liable for any cost or expenses incurred by the District in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the District under the contract and for administrative costs incurred in seeking compliance.
 - b. The District will have the right to specific performance of this contract.
 - c. The District may choose to withhold up to 15 percent of the contract price until such time as the contractor or subcontractor is found to be in compliance, or in the event that withholding a portion of the contract price is not feasible, then liquidated damages of \$500.00 per day for each day the District determines the contractor or subcontractor is not in compliance shall be imposed until the District determines the contractor or subcontractor is in compliance.

EMPLOYMENT RESOURCES

Construction:

Union Apprenticeship opportunities:

<http://www.constructioncareers.org/>

Summit Academy OIC
935 Olson Memorial Hwy.
Minneapolis, MN 55405
612-377-0150

<http://www.saoic.org>

Minneapolis Urban League
2220 16th Avenue North
Minneapolis, MN 55411
612-302-3100

<http://www.mul.org>

Goodwill Easter Seals
553 Fairview Avenue North
St. Paul, MN 55104
651-379-5800

<http://www.goodwilleasterseals.org>

Minneapolis Community and Technical College
1501 Hennepin Avenue
Minneapolis, MN 55403
612-659-6000

<http://www.minneapolis.edu>

Dunwoody College of Technology
818 Dunwoody Blvd.
Minneapolis, MN 55403
612-374-5800

<http://www.dunwoody.edu>

CERTIFICATION AGENCIES

Minnesota Unified Certified Program (MNUCP)
Vender Registry

www.MnUCP.org

Central Certification (CERT) Program
15 W. Kellogg Blvd.
City Hall / Courthouse 280
Saint Paul, MN 55102
651-266-8900

www.stpaul.gov

Midwest Minority Supplier Development Council
111 Third Avenue South, Suite 240
Minneapolis, MN 55401
612-465-8881

www.affiliate.mmsdc.org/mmsdc/

BUSINESS RESOURCES

Metropolitan Economic Development Association
250 Second Ave S, #106
Minneapolis, MN 55401
612-332-6332

www.meda.net

National Association of Minority Contractors
Upper Midwest
4801 South 4th Ave
Minneapolis, MN 55419
612-521-3366

www.namc-um.org

Association of Women Contractors
1337 St. Clair Ave, Suite 4
St. Paul, MN 55105
651-489-2221

www.awcmn.org

Hispanic Chamber of Commerce of Minnesota
401 North Robert Street, Suite 150
St. Paul, MN 55101
763-571-2543

www.hispanicmn.org

Minnesota American Indian Chamber of Commerce
1308 East Franklin Ave, Suite 203
Minneapolis, MN 55404
612-877-2117
www.maicc.org

Women Business Enterprise National Council
Minnesota
250 Second Ave S, Suite 106
Minneapolis, MN 55401
612-259-6584
www.wbdc.org/MN

Minnesota Procurement Technical Assistant Center
250 Second Ave S, Suite 106
Minneapolis, MN 55401
612-332-6332
www.ptac-meda.net

Women Venture LLC
2021 Hennepin Ave, Suite 200
Minneapolis, MN 55413
612-224-9540
<http://www.womenventure.org>

U.S. Small Business Administration
100 N 6th Street, Suite 210-C, Butler Square
Minneapolis, MN 55403
612-370-2324
www.sba.gov

Admin Minnesota Material Management Division
Administration Building, 50 Sherburne Avenue
St. Paul, MN 55155
651-296-2600
www.mmd.admin.state.mn.us

Quorum LGBT Business
18 N 12th Street, Suite 3606
Minneapolis, MN 55403
612-460-8153
www.twincitiesquorum.com

REQUEST FOR PRIOR APPROVAL FORM

TO: Leo A Daly, Architect., 730 Avenue South, Suite 1300, Minneapolis, MN 55402

PROJECT: Jefferson School Acoustic Remediations, 1200 26th Street, Minneapolis, MN 55405
Official Publication Number 21-2127

SECTION NO.	SPECIFIED PRODUCT, MATERIAL, METHOD OF CONSTRUCTION, CONTRACTOR OR SPECIALTY CONTRACTOR	PROPOSED SUBSTITUTION
-------------	--	-----------------------

- _____
- _____
- _____
- A. Does the substitution affect dimensions shown on Drawings?
YES _____ NO _____
- B. Does the substitution affect other trades or the construction schedule?
YES _____ NO _____
- C. Does the manufacturer's guarantee differ from that specified?
YES _____ NO _____
- D. If you indicated "YES" to Items A, B or C above, attach a thorough explanation on your company letterhead.
- E. If there are other major differences between proposed substitution and specified product, attach a thorough explanation on your company letterhead.
- F. The proposed substitution was used within the last 24 months on the following project:
- Project Name _____
- Location _____
- Architect _____
- Phone No. _____
- G. Has the proposed substitution been used on a Minneapolis Public School project by you or your subcontractor?
If yes, which project? _____

All questions must be answered. Incomplete forms will not be reviewed.

The undersigned states that the function, appearance, and quality of the Proposed Substitution are equivalent or superior to the Specified Item. The undersigned agrees that, if necessary, in the sole opinion of the Architect/Engineer, to make this product perform as intended all additional costs shall be paid by the contractor.

Submitted By: _____ Date _____

Signature

Firm

Address

Telephone Fax

For Use by Design Consultant:	
___ Accepted	___ Accepted as Noted
___ Not Accepted	___ Received Too Late
By _____	
Date _____	
Remarks _____	

**SECTION 00 22 13
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

1.01 RESPONSIBLE CONTRACTOR STATUTE

- A. The following information is a copy of the text of the legislation as published by the State of Minnesota. The Contractors shall be familiar with the Statute and verify compliance with the requirements.
- B. The Contractor responding to the solicitation (Call for Bids) shall submit the following documents. (A copy of each is included following this Document.)
 - 1. Attachment A – Prime Contractor Response.
 - 2. Attachment A-1 – First-Tier Subcontractors List.
- C. At the time of Notice of Intent to Award, the selected Contractor shall submit the following documents:
 - 1. Attachment A-2 – Additional Subcontractors List.

1.02 RESPONSIBLE CONTRACTOR LEGISLATION INFORMATION

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1.

[16C.285] RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED.

Subdivision 1.

Definitions.

- A. For purposes of this section, the terms defined in this subdivision have the meanings given them.
- B. "Construction contract" means a contract or subcontract of any tier for work on a project.
- C. "Contractor" means a prime contractor or subcontractor, and does not include a material supplier.
- D. "Contracting authority" means a state agency, the Minnesota State Colleges and Universities, the University of Minnesota, the Metropolitan Council, the Metropolitan Airports Commission, or a municipality that enters into a construction contract or authorizes or directs entering into a construction contract.
- E. "Municipality" means a county, town, home rule charter or statutory city, school district, housing and redevelopment authority, port authority, economic development authority, sports facilities authority, joint powers board or organization created under section 471.59 or other statute, special district,

instrumentality, drainage authority, watershed district, destination medical center corporation, or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

- F. "Prime contractor" means a vendor that submits a bid or proposal or otherwise responds to a solicitation document of a contracting authority for work on a project or is awarded a construction contract by a contracting authority for work on a project. A prime contractor includes a construction manager for purposes of this section.
- G. "Principal" means an owner holding at least a 25 percent ownership interest in a business.
- H. "Project" means building, erection, construction, alteration, remodeling, demolition, or repair of buildings, real property, highways, roads, bridges, or other construction work performed pursuant to a construction contract.
- I. "Related entity" means:
 - 1. a firm, partnership, corporation, joint venture, or other legal entity substantially under the control of a contractor or vendor;
 - 2. a predecessor corporation or other legal entity having one or more of the same principals as the contractor or vendor;
 - 3. a subsidiary of a contractor or vendor;
 - 4. one or more principals of a contractor or vendor; and
 - 5. a person, firm, partnership, corporation, joint venture, or other legal entity that substantially controls a contractor or vendor.
- J. "Solicitation document" means an invitation to bid, bid specifications, request for proposals, request for qualifications, or other solicitation of contractors for purposes of a construction contract.
- K. "Subcontractor" means a vendor that seeks to enter into a subcontract or enters into a subcontract for work on a project.
- L. "Vendor" means a business, including a construction contractor or a natural person, and includes both if the natural person is engaged in a business.

Subd. 2.

1.03 RESPONSIBLE CONTRACTOR REQUIRED.

- A. A contractor must meet the minimum criteria in subdivision 3 to be eligible to be awarded a construction contract as the lowest responsible bidder or the vendor or contractor offering the best value as provided in section 16C.28, 103D.811, 103E.505, 116A.13, 123B.52, 160.17, 160.262, 161.32, 161.3206, 161.3209, 161.38, 162.17, 365.37, 374.13, 375.21, 383C.094, 412.311, 429.041, 458D.21, 469.015, 469.068, 469.101, 471.345, 473.4057, 473.523, 473.652, 473.756, 473J.11, or any of their successor provisions.
- B. This section applies to publicly owned or financed projects where the contracting authority's construction contract with the prime contractor is

estimated to exceed \$50,000 and is awarded pursuant to a lowest responsible bidder selection method or a best value selection method. A subcontractor must meet the minimum criteria in subdivision 3 to be eligible to be awarded a subcontract on a project regardless of the value of the subcontract.

- C. If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

Subd. 3.

1.04 MINIMUM CRITERIA.

- A. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. the contractor:

- a. is in compliance with workers' compensation and unemployment insurance requirements;
- b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
- c. has a valid federal tax identification number or a valid Social Security number if an individual; and
- d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

2. the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- b. has been issued an order to comply by the commissioner of labor and industry that has become final;
- c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. the contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. the contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. the contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
7. all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

Subd. 4.

1.05 VERIFICATION OF COMPLIANCE.

- A. A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document. A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or

subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted. A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

Subd. 5.

1.06 SUBCONTRACTOR VERIFICATION.

- A. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 6.

1.07 ADDITIONAL CRITERIA.

- A. Nothing in this section shall restrict the discretion of a contracting authority to establish additional criteria for defining a responsible contractor.

Subd. 7.

1.08 IMPLEMENTATION.

- A. The definition of responsible contractor, as defined in subdivision 3, or a statement that the term responsible contractor as used in the solicitation document means a contractor as defined in subdivision 3, shall be included in the solicitation document for all projects covered by this section. The solicitation document for any project shall state that any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. The solicitation document shall provide that a false statement under oath verifying compliance with any of the minimum criteria

shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement. The solicitation document shall state that a prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7).

Subd. 8.

1.09 EFFECTIVE DATE.

- A. This section is effective January 1, 2015, and shall apply to all construction contracts entered into based on solicitation documents issued on or after that date.

END OF SECTION

DOCUMENT 00 22 13a - ATTACHMENT A - PRIME CONTRACTOR RESPONSE

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: _____

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.
<p>A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.</p> <p>prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.</p> <p>prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.</p>

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: MINN. STAT. § 16C.285, SUBD. 2, (C) IF ONLY ONE PRIME CONTRACTOR RESPONDS TO A SOLICITATION DOCUMENT, A CONTRACTING AUTHORITY MAY AWARD A CONSTRUCTION CONTRACT TO THE RESPONDING PRIME CONTRACTOR EVEN IF THE MINIMUM CRITERIA IN SUBDIVISION 3 ARE NOT MET.

BID FORM - Part 1 of 4

Project: Jefferson Community School Acoustic Remediation
1200 West 26th Street
Minneapolis, MN 55405

To: Minneapolis Public Schools (MPS)
Special School District No. 1
1250 West Broadway Avenue
Minneapolis, MN 55411

Official Publication Number: 21-2127

Architect: Leo A Daly
730 Second Avenue South, Suite 1300
Minneapolis, MN 55402-2455

BIDDER: _____

BASE BID

a. I have examined the work site and the Bidding Documents, and hereby propose and agree to furnish all labor, materials, and equipment required to complete the Work.

b. Total Base Bid (Combined Miscellaneous Support, Acoustical Panels and Structural Analysis):

Written: _____ DOLLARS

Numerical: \$ _____

c. Miscellaneous Support and Acoustical Panels Bid Portion:

Written: _____ DOLLARS

Numerical: \$ _____

d. Structural Analysis Bid Portion:

Written: _____ DOLLARS

Numerical: \$ _____

ADDENDA

a. I acknowledge receipt of the following Addenda and have incorporated their provisions into the bid.

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

CONTRACT TIME

- a. I agree to substantially complete the Work by [_____].

SITE VISIT

- a. I have visited the work site to verify existing conditions in regard to the Contract Documents.

BID GUARANTY PERIOD

- a. I agree to hold these bids open for a period of sixty (60) days after the bid opening. If this bid is accepted within that period, I agree to execute a contract with the Owner, and to furnish a Labor and Materials Payment Bond and a Performance Bond in the full amount of the Contract.

PROJECT LABOR AGREEMENT (See Document 00 73 00, Supplementary Conditions)

- a. If awarded a Contract, all labor employed on the Project will comply with the paying of the Project Labor Agreement (PLA). ___ yes ___ no

BID BOND

- a. I enclose a Bid Bond, certified check, or cashier's check in the amount of two percent (2%) of the maximum bid, payable to Minneapolis Public Schools.

EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION (See Appendix to Document 00 21 13, Instruction to Bidders)

- a. I agree to comply with requirements for Equal Employment Opportunity and Affirmative Action.
- b. For construction projects or related materials and supplies over \$10,000 but under \$100,000: I have attached to this Bid Form a compliance statement on my company stationary assuring that the contracting firm is an Equal Opportunity/Affirmative Action Employer. (Failure to respond with this information may result in rejection of the Bid Form.)
- c. For construction projects or related materials and supplies over \$100,000: I have attached to this Bid Form verification of having an Affirmative Action Plan approved by Minneapolis Public Schools. (Failure to respond with this information may result in rejection of the Bid Form.)
- d. To complete this portion of the Bid Form; review, complete as indicated within the documents, and **include with your bid submission** the documents titled Bid Form - Part 2 of 4, Diversity Requirements and Reporting; Bid Form - Page 3 of 4, Diversity Subcontractor Performance; and Bid Form - Page 4 of 4, Diverse Vendor Affidavit.
 - 1) I have attached Part 2 of 4, Diversity Requirements & Reporting. ___ yes ___ no
 - 2) I have attached Part 3 of 4, Diversity Subcontractor Performance. ___ yes ___ no
 - 3) I have attached Part 4 of 4, Diverse Vendor Affidavit. ___ yes ___ no

AFFIRMATIVE ACTION (See to Appendix to Document 00 21 13, Instruction to Bidders)

- a. I have attached the Affirmative Action Bid Statement. ___ yes ___ no

PREVAILING WAGES (See Document 00 73 46, Wage Determination Schedule)

- a. I have attached the Prevailing Wage Certificate. ___ yes ___ no

DOCUMENT 00 41 00

**BID FORM - Part 2 of 4
DIVERSITY REQUIREMENTS AND REPORTING**

I understand that diversity is important to Minneapolis Public Schools and that as part of this Bid, I agree that I will, to the best of my ability and if within the project scope, solicit and use diverse vendors where possible. I also understand the key elements of a diversity program and what qualifies as a diverse vendor¹.

- a. My company does not qualify as a diverse vendor; if **yes** skip the remaining questions.
- b. If your company qualifies as diverse, please check all appropriate boxes that pertain to your enterprise certifications.

- | | |
|---|--|
| <input type="checkbox"/> Disadvantaged Business | <input type="checkbox"/> Minority Owned and Controlled |
| <input type="checkbox"/> Women Owned and Controlled | <input type="checkbox"/> Service Disable Veteran |
| <input type="checkbox"/> 8A Certified | <input type="checkbox"/> Veteran Owned |
| <input type="checkbox"/> GLBT Business | <input type="checkbox"/> Emerging Business |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Disabled Business |

- c. If your company qualifies as a diverse vendor, you must submit your certification, Letter of Good Standing, or an Affirmation Affidavit² as part of your Bid package.
- d. For all Bids, you must complete Part 3 of 4 of the Bid Form, **DIVERSITY SUBCONTRACTOR PERFORMANCE**. The project forecast section must be completed and submitted as part of your Bid.
- e. I agree that 5% of the total Bid value will be held until Part 3 of 4, **DIVERSITY SUBCONTRACTOR PERFORMANCE**, is submitted with the project actual section completed.
- f. **RECORDS MANAGEMENT AND MAINTENANCE** - District shall have the right to inspect and copy all records pertaining to the use and certification of diverse subcontractors to verify Contractor's compliance with the diversity requirements of this Contract.

¹ Please see included document - Diverse Vendor Definitions.
² Please see included documents - Certificate Affirmation Document and/or Vendor Affirmation Document

DOCUMENT 00 41 00

**BID FORM - Part 3 of 4
DIVERSITY SUBCONTRACTOR PERFORMANCE**

The following are the MBE and/or WBE Subcontractors/Suppliers that we solicited and/or intend to subcontract to or purchase materials from.

The Project Forecast section must be completed as part of your Bid submittal. If no spend is anticipated with Diverse subcontractors, then fill in zero (0) on the first Total Dollar Amount line.

If you are the selected Supplier, the Project Actuals section must be completed and submitted to Minneapolis Public Schools before the final milestone payment is released for payment.

Project Forecast:

Subcontractor/Supplier	MBE/WBE	Trade/Material	Total Dollar Amount
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Project Actuals:

Subcontractor/Supplier	MBE/WBE	Trade/Material	Total Dollar Amount
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

DIVERSE VENDOR DEFINITIONS

Disadvantaged Business Enterprise (DBE)

Small businesses that are owned and controlled by socially and economically disadvantaged individuals who have been subjected to racial or ethnic prejudice or cultural bias, and who have limited capital and credit opportunities.

Minority owned and controlled Business Enterprise (MBE)

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens and has its management and daily business operations controlled by one or more minorities who own it.

Minorities identified:

- a) Black persons having origins in any of the Black African racial groups;
- b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;
- c) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands; or
- d) Native American or Alaskan Native persons having origins in any of the original peoples of North America.

Women owned and controlled Business Enterprise (WBE)

A business enterprise is at least fifty-one percent (51%) owned by citizens or permanent resident aliens who are women and has its management and daily business operations controlled by one or more women who own it.

Service Disable Veteran Business Enterprise

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who are:

- a) **Veteran:** The term "veteran" means a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable.
- b) **Service Disabled:** With respect to disability, that such disability was incurred or aggravated in line of duty in the active military, naval, or air service. An injury or disease incurred during military service will be deemed to have been incurred in the line of duty, unless the disability was caused by the veteran's own misconduct or abuse of alcohol or drugs, or was incurred while absent without permission or while confined by military or civilian authorities for serious crimes. Note that this definition does not require the disability to be causally connected to military service.

DIVERSE VENDOR DEFINITIONS

Veteran Owned Business Enterprise

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who is a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable.

8A Certified Business Enterprise

A business enterprise in which at least fifty-one percent (51%) is owned by US citizens who are members from one of the presumed socially and economically disadvantaged groups which include Hispanic Americans, Asian-Pacific Americans, African American, or Native Americans. The Native American groups include those members of Indian tribes, as well as Native Alaskan and Hawaiians. Other eligible groups include those who have experienced discrimination. They include those with disabilities, certain veteran statuses, gender, and other factors.

Gay, Bisexual, Lesbian and/or Transgender Business Enterprise (GLBT)

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who are a member of the GLBT community.

Disabled Business Enterprise

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who are disabled.

Small Business Enterprise

A business enterprise that is not a business dominant in its field of operation, nor an affiliate or subsidiary thereof.

Emerging Business Enterprise

A business enterprise in which at least fifty-one percent (51%) is owned by citizens or permanent resident aliens who are at a disadvantage. The individuals must have day-to-day operational and managerial control and interest in capital, financial risks, and earnings commensurate with the percentage of their ownership.

DOCUMENT 00 52 00

FORM OF AGREEMENT

FORM OF AGREEMENT

The Form of Agreement for this Work is the Owner's form and it has been included for reference.

Power of Attorney and Notary information must be current in Execution of all Documents, including but not limited to the Contract, Certified Payroll Reports, all Pay Applications, and Lien Waivers.

END OF DOCUMENT



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 ___ day of ___ in the year ___
(In words, indicate day, month and year.)

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

THE OWNER:
(Name, legal status and address)

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

THE CONTRACTOR:
(Name, legal status and address)

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 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.

Init.

(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 of not less than one million dollars (\$ 1,000,000) each occurrence, one million dollars (\$ 1,000,000) general aggregate, and one million dollars (\$ 1,000,000) aggregate for products-completed operations hazard, 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

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User Notes:

(1231971414)

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) 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. Automobile Liability covering vehicles owned, and non-owned vehicles used by the Contractor with policy limits not less than one million dollars (\$1,000,000) for underinsured motorist, one million dollars (\$1,000,000) for uninsured motorist, and basic PIP coverage.

§ 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 shall be no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

§ A.3.2.5 Workers' Compensation at statutory limits for Coverage A.

§ A.3.2.6 Employers' Liability Coverage B with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit.

(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 of not less than two million dollars (\$ 2,000,000) per claim and four million dollars (\$ 4,000,000) in the aggregate.

(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 of not less than one million dollars (\$ \$1,000,000) per claim and one million dollars (\$ \$1,000,000) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

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

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

If Professional Liability insurance is required as part of the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

§ A.3.3.2 The Contractor shall purchase and maintain the 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.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

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

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

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

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

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

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

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

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:

Init.

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User Notes:

(1231971414)

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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



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 12:29:46 ET on 04/05/2019.

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

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

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, one million dollars (\$ 1,000,000) general aggregate, and one million dollars (\$ 1,000,000) aggregate for products-completed operations hazard, 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 one million dollars (\$ 1,000,000) 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. Automobile Liability covering vehicles owned, and non-owned vehicles used by the Contractor with policy limits not less than one million dollars (\$1,000,000) for underinsured motorist, one million dollars (\$1,000,000) for uninsured motorist, and basic PIP coverage.

§ 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 shall be no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

§ A.3.2.5 Workers' Compensation at statutory ~~limits~~.limits for Coverage A.

§ A.3.2.6 Employers' Liability Coverage B with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit.

§ 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 two million dollars (\$ 2,000,000) per claim and four million dollars (\$ 4,000,000) in the aggregate.

§ 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 one million dollars (\$ \$1,000,000) per claim and one million dollars (\$ \$1,000,000) in the aggregate.

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If Professional Liability insurance is required as part of the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

...

§ 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.

DOCUMENT 00 61 00

BONDS

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

For all projects, which have an award value of \$75,000 or more, the Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond, to the Owner in the amount of one hundred percent (100%) of the Contract Sum and issued by a Surety Company authorized to do business in the State of Minnesota, rated "A" or better, and approved by the Owner. The Performance Bond shall be in accordance with Minnesota Statutory requirements and shall be on the form attached at the end of this Section. The Bonds shall allow for any additions or deductions to the Contract Sum.

Power of Attorney and Notary information must be current in Execution of all Documents, including but not limited to the Contract, Certified Payroll Reports, all Pay Applications, and Lien Waivers.

END OF DOCUMENT

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned [**Any Contractor**] (hereinafter called the "Principal"), and [**Any Surety**] (hereinafter called the "Surety"), a corporation duly authorized to do a surety business under the Laws of the State of Minnesota, are held and firmly bound unto Special School District No. 1, Minneapolis, Minnesota, a school corporation (hereinafter called the "Obligee"), in the penal sum of [**Spelled Out Amount**] and no/100 Dollars (**\$XXX,XXX.00**), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the [XXX] day of [Month, Year] the said Principal entered into a written Agreement with said Obligee for furnishing all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled [OP #XXXX] to furnish all labor, materials, equipment, and incidentals necessary to complete [description and school location], Minneapolis, Minnesota, set forth in detail in the Contract Documents referred to in said Agreement, all of which are hereby made a part hereof, and by reference incorporated herein,

NOW, THEREFORE, if the said Principal shall well and truly pay as they become due all just claims for work, tools, machinery, skill, materials, insurance premiums, equipment, and supplies, for the completion of the contract in accordance with its terms, and save said Obligee harmless from all costs and charges that may accrue on account of the doing of the work specified, and for the enforcing of the terms of the bond if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained, and shall comply with the laws appertaining thereto; and shall well and truly perform and complete said project in strict accordance with said Contract Documents, and shall defend, indemnify, and save harmless said obligees against any and all liens, encumbrances, damages, claims, demands, and expenses of every kind, including patent infringement claims, except as otherwise provided in said Specifications and other Contract Documents, arising out of or in relation to the performance of said work and the provisions of said agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This obligation is made for the use of the Obligees and of all persons doing work or furnishing skill, tools, machinery, or materials or insurance premiums or equipment, or supplies for any camp maintained for the feeding or keeping of men or animals or any combination thereof engaged under or for the purpose of such contract.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement as to the work or to the Specifications.

IN TESTIMONY WHEREOF, the parties hereunder have caused the execution hereof in **three** original counterparts as of the [XXX] day of [Month, Year].

SIGNED AND DELIVERED IN PRESENCE OF:

[Any Contractor]

Principal

Surety

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF _____) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____
and _____, to me personally known, who being by me duly sworn did
say that _____, the corporation described in and that executed the
foregoing instrument as principal, and that the seal affixed to said instrument is the corporate seal of said corporation, and that
said instrument was executed in behalf of said corporation by authority of its board of directors, and said acknowledged said
instrument to be the free act and deed of said corporation.

Notary Public, _____
County, State
My commission expires _____

ACKNOWLEDGMENT OF PRINCIPAL (Individual or Partnership)

STATE OF _____) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, to me known to be
the person described in and who executed the foregoing bond as principal and acknowledged that _____
executed the same as _____ free act and deed.

Notary Public, _____
County, State
My commission expires _____

ACKNOWLEDGMENT OF SURETY (Corporation)

STATE OF _____) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____
and _____, to me personally known, who being by me duly sworn did
say that respectively the _____ and _____
of _____, the corporation described in and that executed the foregoing
instrument as surety, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument
was executed in behalf of said corporation by authority of its board of directors, and said _____
and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, _____
County, State
My commission expires _____

ACKNOWLEDGMENT OF SURETY (By Attorney-In-Fact)

STATE OF _____) ss
COUNTY OF _____)

On this _____ day of _____, 20____, personally before me appeared _____,
who being duly sworn did depose and say that she/he is the attorney-in-fact of the _____
of _____, that the seal affixed to the attached instrument is the corporate seal
of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its board of
directors, and the said _____ acknowledged _____ that she/he
executed said instrument as such attorney-in-fact and as the free act and deed of said corporation.

Notary Public, _____
County, State
My commission expires _____

APPROVAL OF BOND

We hereby approve the foregoing bond and the sureties thereon this _____ day of _____, 20____.

Chairperson, Special School District No. 1
Minneapolis, Minnesota

Clerk, Special School District No. 1
Minneapolis, Minnesota

Treasurer, Special School District No. 1
Minneapolis, Minnesota

SAMPLE

DOCUMENT 00 72 00

GENERAL CONDITIONS

GENERAL CONDITIONS

Applicable Conditions: The General Conditions of the Contract for Construction, A201-2017, Articles 1 through 15 inclusive, is a part of this Contract and has been included for reference.

Extent of Application of Conditions: The General Conditions of the Contract for Construction apply to all Contract Documents.

Supplements to General Conditions: Refer to Section 00 73 00, Supplementary Conditions, for supplements to the General Conditions of the Contract for Construction.

END OF DOCUMENT

 **AIA** Document A201™ – 2017**General Conditions of the Contract for Construction**

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

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2017.

§ 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 intended results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.4.2

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

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

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. The Owner retains rights to the Instruments of Service pursuant to Article 7 of AIA Document B101-2017.

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 The Owner shall furnish to the Contractor, within thirty (30) days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 If requested by the Contractor and reasonably required for the Project, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor, not the Owner, is responsible for the timeliness of, or interference caused by, Subcontractors, Sub-subcontractors (of any tier), and others directly or indirectly under contract to the Contractor.

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a

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Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within ten (10) days following written request for payment delivered by the Owner to the Contractor. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.2

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 The Contractor

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

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

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

discover or any materials, systems, procedures, or methods of construction, either shown on the Drawings or specified, which the Contractor has reason to believe are incorrect, inadequate, obsolete, unsuitable for the purpose intended or which the Contractor has reason to believe would constitute or result in a violation of the Contractor's

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

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

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

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

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent

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

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

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

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

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

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

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

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall arrange for the Owner to have the benefit of and right to enforce all warranties by Subcontractors, Sub-subcontractors, suppliers, and manufacturers.

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

responsibilities.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be responsible for the Sewer Access (SAC) and Water Access (WAC) fees for the Project. The Contractor shall pay the SAC/WAC costs to the authorities having jurisdiction from the Allowance in the Base Bid for such charges as defined in the Construction Documents.

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work including that performed by all Subcontractors. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications including and not limited to communications regarding design changes, alterations, substitutions, clarifications, cost changes, etc. shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. All communications given to the superintendent shall be confirmed in writing to the Contractor upon written request of either or both the superintendent and Contractor.

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's acceptance thereof.

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall hire a professional utilities locator to verify locations of all public and private utilities prior to initiating any cutting work. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

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

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

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

§ 4.2.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will and the Owner may review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's or Owner's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals by the Architect or the Owner is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's or the Owner's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's or the Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's or Owner's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract

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Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall not employ any subcontractor or use any material to which the Architect or Owner may object as incompetent or unfit, or where there is reason to assume the Work will not be accomplished in accordance with the Contract Documents. Prior to the employment of the named subcontractors, the Contractor must obtain the Owner's approval of such subcontracts for the designated portion of the Work.

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

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

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. Any proposed substitution or a subcontractor, person, or entity for one previously selected shall be made in a separate writing to the Owner and Architect. No substitution shall be deemed approved/accepted without written confirmation from the Owner and Architect. Neither acceptance of, nor objection to a Subcontractor or Sub-subcontractor, material supplier, or other person or organization by the Owner and the Architect shall limit the responsibility of the Contractor to furnish materials, products, equipment, and services in conformance with the requirements of the Contract Documents.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the

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

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor.

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

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

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

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

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

§ 7.2 Change Orders

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

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment up to and not exceeding \$25,000. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

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

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

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

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor

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disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; or (4) by other causes that the Contractor asserts, and the Architect determines, justify delay, then subject to the conditions hereinafter set forth, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Requests for extensions of time for causes enumerated above will be considered by the Architect only under the following conditions:

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

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

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

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within thirty (30) days of receipt by Owner of Certificate of Payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Per Minnesota Statute 471.425, within ten (10) days of Contractor's receipt of payment from Owner, the Contractor must pay any Subcontractor for any undisputed services provided by the Subcontractor. The Contractor shall pay interest of one and one-half percent (1-1/2%) per month, or any part of a month, to the Subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the Contractor shall pay the actual interest penalty due to the Subcontractor. Contractor is advised that by reason of Minnesota Statute 471.425, Subd. 4a, if a Subcontractor prevails in a civil action to collect interest penalties from a prime contractor, the Subcontractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If

approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon ten (10) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, which shall be accomplished as provided in Article 7.

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list.

Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least sixty (60) days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties,

such as manufacturers' warranties or specific Subcontractor warranties, including a summary listing all applicable warranties both standard and extended, itemized by specification section and included at the front of the Operation and Maintenance manuals, and (6) other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

§ 9.11 DAMAGES FOR DELAY

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1.1 Safety Precautions and Programs

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

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damages to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Paragraphs 15.1.4 and 15.1.5.

§ 10.3 Hazardous Materials and Substances

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

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

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

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

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner, or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph 10.3.3.

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

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence. Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.

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

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

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

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

§ 10.5 MISCELLANEOUS GENERAL PROVISIONS

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

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

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

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

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

§ 10.5.6 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all reasonable costs and expenses thereby incurred.

§ 10.6 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement, in EXH-C.3 Owner Insurance, or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and which carry a Best's rating of A- or higher or are otherwise acceptable to the Owner. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. The Contractor shall furnish Certificates of Insurance acceptable to the Owner which shall specifically set forth evidence of all coverage required by Article 11 and EXH-C.3 Owner Insurance and shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance.

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

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

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

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

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

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

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from

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an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner may self-insure and maintain the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

(Paragraph Deleted)

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

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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

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

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 If, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly (and any other property damaged or removed in effecting the correction) after receipt of notice from the Owner and/or Architect to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner and/or Architect shall give such notice promptly after discovery of the condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial completion by the period of time between Substantial completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the contract and termination of the Contract. The Owner and/or Architect shall give such notice promptly after discovery of the condition. The expiration of the above one year or any other specified time period, or any other period prescribed by the law, shall not relieve the Contractor of the obligation from the expense to correct any latent defect in the work or deficiencies which are not readily ascertained, including but not limited to, defective materials and quality of work performed, defects attributable to material substitutions for special materials, substandard performance or otherwise not in compliance with the Contract Documents. Such latent defects or deficiencies shall be corrected as provided in this Paragraph 12.2. Following the correction or replacement of any of the Work, as above specified, the Contractor shall correct any defects or deficiencies in the corrected or replaced materials and workmanship which is found within one year after the date of correction or replacement.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

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

§ 12.2.6 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the contract documents. Establishment of the time period of one year as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Owner shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may observe such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give a minimum of two (2) working days' notice to the Architect of when and where tests and inspections are to be made so that the Architect may observe procedures. The Owner shall bear such costs, except as provided in Subparagraph 13.4.3.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 NON-DISCRIMINATION

§ 13.5.1 All contracts between the Owner and companies providing goods and services under the Contract Documents (including the Architect and Contractor) shall contain the following equal opportunity and civil right clause:

"During the performance of this Agreement, the provider agrees to the following: No contractor, material supplier, vendor, or other person shall on the basis of sex, race, creed, color, religion, national origin, age, marital status, sexual orientation, or disability be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and State laws against discrimination, including the Minnesota Human Rights Act and the Civil Rights Act of 1964."

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

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

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

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

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

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

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases or decreases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include reasonable profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

(Paragraph Deleted)

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the

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

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Subject to paragraph 15.1.5, no such continuing performance by the Contractor, nor payment by the Owner shall be deemed a waiver of, or to otherwise impair any such Claim.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for any increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.2 Initial Decision

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

Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 15.2.2 within the ten (10) days after the Claim is made, (4) ten (10) days, which decision shall be final subject to action at law as provided in paragraph 15.3. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Architect will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part stating reasons for the rejection, (4) recommend approval of the Claim by the other party, or (5) suggest a compromise. If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or

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

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

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

§ 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days, which decision shall be final and binding on the parties but subject to action at law. Upon expiration of such time period, the Architect will render to the parties

the Architect's written decision relative to the

Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6 in the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph Deleted)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

PAGE 2

EXH-A Project Charter

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EXH-C.3 Owner Insurance

PAGE 10

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

...

§-Work.

...

§ 1.1.2 The Contract

...

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. ~~The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~ Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2017.

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§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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

...

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

...

§ 1.4.2

...

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

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

...

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

...

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. The Owner retains rights to the Instruments of Service pursuant to Article 7 of AIA Document B101-2017.

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

...

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

...

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

...

§ 2.1.2 The Owner shall furnish to the Contractor, within ~~fifteen~~ thirty (30) days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

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

...

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

...

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor, not the Owner, is responsible for the timeliness of, or interference caused by, Subcontractors, Sub-subcontractors (of any tier), and others directly or indirectly under contract to the Contractor.

PAGE 14

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ three-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the ~~Owner.~~ Owner within ten (10) days following written request for payment delivered by the Owner to the Contractor. If the

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.

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§ 3.1.2

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

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

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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 shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made Subparagraph 2.2.3 and shall immediately report to the Architect errors, inconsistencies, or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Document unless the Contractor recognized such error, inconsistency, or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing or believing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume full responsibility for such performance and shall bear the attributable costs for correction and shall bear responsibility for any additional costs, delays, and damages resulting from such failure to immediately report any such errors, inconsistencies, or omissions which the Contractor may discover.~~

...

known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.§ 3.2.1.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect immediately in writing.

...

~~§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.~~**3.2.1.2** The Contractor shall carefully study and compare the Contract Documents with existing conditions at the job site and shall immediately report in writing to the Architect any error, inconsistency, or omission which the Contractor may

PAGE 15

~~§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the discover or any materials, systems, procedures, or methods of construction, either shown on the Drawings or specified, which the Contractor has reason to believe are incorrect, inadequate, obsolete, unsuitable for the purpose intended or which the Contractor has reason to believe would constitute or result in a violation of the Contractor's warranty under Paragraph 3.5 or applicable law. The Contractor shall not proceed with any work in such areas until written instructions are received from the Architect.~~

...

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

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~~shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.~~ **§ 3.2.3** The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for interpretation or information where such information was available to the Contractor from a careful study and comparison of the Contract Documents, Field Conditions, Owner Provided Information, Contractor Prepared Coordination Drawings, or prior Project Correspondence or Documentation.

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

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

...

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

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

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§-operations.

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§ 3.4 Labor and Materials

PAGE 16

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Should the Contract Documents require Work to be performed after regular working hours or should the Contractor elect to perform Work after regular working hours, the additional cost of such Work shall be borne by the contractor.

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

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

...

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

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

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

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§ Substitutions.

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§ 3.5 Warranty

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§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall arrange for the Owner to have the benefit of and right to enforce all warranties by Subcontractors, Sub-subcontractors, suppliers, and manufacturers.

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

PAGE 17

§ responsibilities.

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§ 3.6 Taxes

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§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be responsible for the Sewer Access (SAC) and Water Access (WAC) fees for the Project. The Contractor shall pay the SAC/WAC costs to the authorities having jurisdiction from the Allowance in the Base Bid for such charges as defined in the Construction Documents.

...

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

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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

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

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§-Owner.

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§ 3.10 Contractor's Construction and Submittal Schedules

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§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, critical path schedule milestones, major construction milestones including and not limited to Civil, Demolition, Structural, Mechanical, Electrical, and Plumbing, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the

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

...

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

PAGE 19

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

...

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

...

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

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

...

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

...

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor

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

...

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

PAGE 21

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

...

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

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ARTICLE fees.

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ARTICLE 4 ARCHITECT

PAGE 22

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

...

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

...

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

...

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

...

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

...

~~Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the~~ **§ 4.2.3** The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

...

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to perform carry out the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

...

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

...

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

...

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

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§ 4.2.7 The Architect will and the Owner may review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's ~~action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness or~~ Owner's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals ~~by the Architect or the Owner~~ is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's ~~or the Owner's~~ review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's ~~or the Owner's~~ review shall not constitute approval precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's ~~approval or Owner's acceptance~~ of a specific item shall not indicate ~~approval~~ acceptance of an assembly of which the item is a component.

...

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

...

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall not employ any subcontractor or use any material to which the Architect or Owner may object as incompetent or unfit, or where there is reason to assume the Work will not be accomplished in accordance with the Contract Documents. Prior to the employment of the named subcontractors, the Contractor must obtain the Owner's approval of such subcontracts for the designated portion of the Work.

...

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

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

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time~~ The Contract Sum shall be increased or decreased by the difference, if any, in cost occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum ~~or Contract Time~~ shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. Notwithstanding the foregoing, the Contractor shall have a continuing duty to the Owner and Architect to find and propose such persons or entities as shall not result in material increase in the Contract Sum, or a material decrease in the quality of Work contemplated under the Contract Documents.

...

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. Any proposed substitution or a subcontractor, person, or entity for one previously selected shall be made in a separate writing to the Owner and Architect. No substitution shall be deemed approved/accepted without written confirmation from the Owner and Architect. Neither acceptance of, nor objection to a Subcontractor or Sub-subcontractor, material supplier, or other person or organization by the

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

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

...

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

...

§-Contractor.

...

§ 5.4 Contingent Assignment of Subcontracts

PAGE 26

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

...

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

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

...

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

...

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

...

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

...

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and ~~rubbish~~, rubbish as described in Paragraph 3.15, the Owner may clean up and the Architect will allocate the cost among those responsible ~~responsible as the Architect determines to be just.~~

...

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

PAGE 27

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

...

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

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

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

...

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

PAGE 28

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

...

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

...

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for ~~Payment. Payment up to and not exceeding \$25,000.~~ The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

...

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

...

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

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

...

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

...

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

...

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

...

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

...

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

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

...

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

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

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

...

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

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ARTICLE 15.

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ARTICLE 9 PAYMENTS AND COMPLETION

PAGE 31

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. ~~The schedule of values shall be~~ Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This ~~The schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Contractor, after receipt of Notice to Proceed, shall meet with the Owner and the Architect for the purpose of reviewing the Project CPM Schedule and the Contract Schedule of Values. The Contractor shall develop a CPM Schedule for completing their portion of the Work, in conjunction with all other Contractors or Bid Packages, at the Pre-Construction Meeting(s). The Schedule of Values is to be broken down into specification sections and by labor and materials.~~

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, for operations completed in accordance with the Schedule of Values. Such application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

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

...

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

...

or supplier, unless such Work has been performed by others whom the Contractor intends to

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

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

...

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

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§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within thirty (30) days of receipt by Owner of Certificate of Payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

...

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Per Minnesota Statute 471.425, within ten (10) days of Contractor's receipt of payment from Owner, the Contractor must pay any Subcontractor for any undisputed services provided by the Subcontractor. The Contractor shall pay interest of one and one-half percent (1-1/2%) per month, or any part of a month, to the Subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the Contractor shall pay the actual interest penalty due to the Subcontractor. Contractor is advised that by reason of Minnesota Statute 471.425, Subd. 4a, if a Subcontractor prevails in a civil action to collect interest penalties from a prime contractor, the Subcontractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

...

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

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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven-thirty (30)~~ days after the date established in the Contract Documents, the amount certified by the Architect ~~awarded by binding dispute resolution,~~ then the Contractor may, upon ~~seven-ten (10)~~ additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, ~~plus interest as provided for in the Contract Documents.~~ which shall be accomplished as provided in Article 7.

...

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

...

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected ~~prior to final payment.~~ The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

...

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

PAGE 35

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

...

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

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

...

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

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in ~~effect~~, effect and will not be canceled or allowed to expire until at least sixty (60) days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, ~~and (6) if required by the Owner, including a summary listing all applicable warranties both standard and extended, itemized by specification section and included at the front of the Operation and Maintenance manuals, and (6) other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~

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§ 9.11 DAMAGES FOR DELAY

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

...

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

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ARTICLE Documents.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

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§ 10.1 10.1.1 Safety Precautions and Programs

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

...

§-else.

...

§ 10.2 Safety of Persons and Property

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If either party suffers injury or ~~damaged~~damages to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery, ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Paragraphs 15.1.4 and 15.1.5.

...

~~§ 10.3.1~~ The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. ~~If the Contractor encounters a hazardous material or substance not~~

~~addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCV) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the~~

...

~~§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor. By Change Order, the Contract Time~~

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

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~~§ 10.3.2 The Contractor shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB)~~

...

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner, or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph 10.3.3.~~

...

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor, and Architect shall then proceed in the same manner described in Subparagraph 10.3.1.

...

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence. Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.

...

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

...

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

...

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

...

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

...

§ 10.5 MISCELLANEOUS GENERAL PROVISIONS

...

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

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

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

...

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

...

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

...

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

...

§ 10.5.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by

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

...

§ ~~10.4 Emergencies~~ 10.6 EMERGENCIES

...

In an emergency affecting safety of persons or property, the Contractor shall ~~act, at the Contractor's discretion,~~ act to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

...

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the ~~Agreement~~ Agreement, in EXH-C.3 Owner Insurance, or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is ~~located.~~ located and which carry a Best's rating of A- or higher or are otherwise acceptable to the Owner. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. The Contractor shall furnish Certificates of Insurance acceptable to the Owner which shall specifically set forth evidence of all coverage required by Article 11 and EXH-C.3 Owner Insurance and shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance.

...

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

...

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

...

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

...

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

...

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

...

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

...

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

...

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

...

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

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§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner may self-insure and maintain the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

...

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

...

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

...

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

...

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

...

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

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. ~~Costs~~ The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense thereby.

...

§ 12.2.2.1 ~~In addition to the Contractor's obligations under Section 3.5, if, If,~~ within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it ~~promptly~~ promptly (and any other property damaged or removed in effecting the correction) after receipt of notice from the Owner and/or Architect to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner and/or Architect shall give such notice promptly after discovery of the condition. During the one year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. This period of

...

§ 12.2.2.2 ~~The one year period for correction of Work one year shall be extended with respect to portions of Work first performed after Substantial Completion completion by the period of time between Substantial Completion and the actual completion of that portion of the Work completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the contract and termination of the Contract. The Owner and/or Architect shall give such notice promptly after discovery of the~~

...

§ 12.2.2.3 ~~The one year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. condition. The expiration of the above one year or any other specified time period, or any other period prescribed by the law, shall not relieve the Contractor of the obligation form the expense to correct any latent defect in the work or deficiencies which are not readily ascertained, including but not limited to, defective materials and quality of work performed, defects attributable to material substitutions for special materials, substandard performance or otherwise not in compliance with the Contract Documents. Such latent defects or deficiencies shall be corrected as provided in this Paragraph 12.2. Following the correction or replacement of any of the Work, as above specified, the Contractor shall correct any defects or deficiencies in the corrected or replaced materials and workmanship which is found within one year after the date of correction or replacement.~~

...

§ 12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may correct or remove it and store the salvageable materials or equipment all at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after

deducting costs and damages that should have been borne by the Contractor, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

...

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

...

~~§ 12.2.5~~ **12.2.6** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the ~~Contract Documents. Establishment of the one-year period for correction of Work as described in Section contract documents. Establishment of the time period of one year as described in Subparagraph 12.2.2~~ relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to ~~the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor~~ to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the ~~Contractor's Contractor's~~ liability with respect to the ~~Contractor's Contractor's~~ obligations other than specifically to correct the Work.

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§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. ~~Unless otherwise provided, the Contractor~~ The Owner shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, ~~and shall bear all related costs of tests, inspections, and approvals authority.~~ The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may ~~be present for observe~~ such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give ~~timely a minimum of two (2) working days'~~ notice to the Architect of when and where tests and inspections are to be made so that the Architect may ~~be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense observe~~ procedures. The Owner shall bear such costs, except as provided in Subparagraph 13.4.3.

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§ 13.5 InterestNON-DISCRIMINATION

...

~~Payments due and unpaid under the Contract Documents shall bear interest~~ **§ 13.5.1** All contracts between the Owner and companies providing goods and services under the Contract Documents (including the Architect and Contractor) shall contain the following equal opportunity and civil right clause:

...

"During the performance of this Agreement, the provider agrees to the following: No contractor, material supplier, vendor, or other person shall on the basis of sex, race, creed, color, religion, national origin, age, marital status, sexual orientation, or disability be excluded from the date payment full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and State laws against discrimination, including the Minnesota Human Rights Act and the Civil Rights Act of 1964."

...

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

...

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

...

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

...

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

...

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

...

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

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~~in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ **§ 13.6** No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded the Owner under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence of the Owner in a breach of the Contract Documents, except as may be specifically agreed in writing. None of the approval of any Application for Payment, the making of any payment, the giving of any approval or consent, the use or occupancy of the Work, or any part thereof, the making of final payment, or any other action or inaction on the part of the Owner or Architect shall constitute a waiver of claims by or rights of the Owner or an acceptance of any Work that is not in accordance with the Contract Documents. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the representations of the Owner or Architect, or by inspections, tests, or approvals required or performed by the Owner or Architect or anyone else.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases or decreases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include reasonable profit. No adjustment shall be made to the extent

...

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~

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§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within ~~21~~ten (10) days after occurrence of the event giving rise to such Claim or within ~~21~~ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Any additional Claim made after and relating to the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

...

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. -Subject to paragraph 15.1.5, no such continuing performance by the Contractor, nor payment by the Owner shall be deemed a waiver of, or to otherwise impair any such Claim.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for ~~an~~any increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

...

§ 15.1.7 Waiver of Claims for Consequential Damages 15.2 Initial Decision

...

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~ § 15.2.1 Claims, including those alleging an error or omission by the Architect, shall be referred initially to

...

- ~~1~~ damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and the Architect for action. A decision by the Architect, as provided by Subparagraph 15.2.2, shall be required as a condition precedent to action at law or litigation of

...

- ~~2~~ damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. a Claim between the Contractor and Owner as to all such matters arising prior to the

...

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. date final payment is due, regardless if (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to action at law or litigation in the event (1) the position of~~

...

§ 15.2 Initial Decision

...

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 15.2.2 within the ten (10) days after the Claim is made, (4) ten (10) days, which decision shall be final subject to action at law as provided in paragraph 15.3. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the

Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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~~§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: Architect will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. part stating reasons for the rejection, (4) recommend approval of the Claim by the other party, or (5) suggest a compromise. If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect shall notify the parties in writing that the Architect's decision will be made within ten (10) days, which decision shall be final subject to action at law as provided in Paragraph 15.3.~~

...

~~§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense. If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.~~

...

~~§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. a Claim has not been resolved, the party making the Claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim, or (3) notify the Architect that the initial Claim stands.~~

...

~~§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial-If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days, which decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. to action at law. Upon expiration of such time period, the Architect will render to the parties~~

...

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. the Architect's written decision relative to the~~

...

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

...

§ 15.2.7 ~~In 15.2.6~~ in the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a ~~Contractor's~~ Contractor's default, the Owner may, but is not obligated to, notify the surety and request the ~~surety's~~ surety's assistance in resolving the controversy.

...

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

...

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

§ 15.4 Arbitration

...

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

...

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

...

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

...

§ 15.4.4 Consolidation or Joinder

...

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

...

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not

~~constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Minneapolis Public Schools, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:38:16 ET on 11/28/2018 under Order No. 8259021829 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

DOCUMENT 00 73 00

SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Add the following Subparagraph 7.3.11 to Paragraph 7.3:

7.3.11 In Subparagraph 7.3.7, the amount for overhead and profit included in the total cost to the Owner shall be based on the following schedule and clarifications:

- .1 For the Contractor, for Work performed by the Contractor's own forces and for materials purchased directly by the Contractor, 10 percent of the actual cost for labor and materials.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, 5 percent of the amount due to the Subcontractor.
- .3 For each Subcontractor or sub-subcontractor involved, for Work performed by that Subcontractor's or sub-subcontractor's own forces, 10 percent of the actual cost for labor and materials.
- .4 For each Subcontractor, for Work performed by the Subcontractor's sub-subcontractors, 5 percent of the amount due the sub-subcontractor.
- .5 The cost of premiums for additional bonds and insurance required because of changes in the Work shall not be included in the Contractor's costs on which the allowance for overhead and profit is applied, but shall be added as a separate line item to the cost for the change. Calculation of the added cost for additional bonds and insurance shall not exceed the percentage of the total Contract Amount that the Contractor used to determine the cost for bonds and insurance quoted on the Contractor's original Schedule of Values for the Project. The Contractor shall provide substantiating data to support claims for additional costs for bonds and insurance premiums, if requested by the Owner or the Architect.
- .6 Except where the Owner is tax exempt, the additional cost associated with sales, consumer, use, and similar taxes required because of changes in the Work shall not be included in the Contractor's costs, Subcontractor's cost, or sub-subcontractor's cost on which the allowance for overhead and profit is applied, but shall be added as a separate line item to the cost of the change and, if applicable, passed on as a separate line item to the Contractor by the Subcontractors and sub-subcontractors for inclusion into the Contractor's final Change Order Amount.
- .7 Permit and inspection fees required by governing authorities shall not be included as a part of a cost proposal, unless a new permit or additional inspections are required due to the changes in the Work. If additional permit or inspection fees are required by governing authorities because of changes in the Work, the additional fees shall not be included in the Contractor's cost on which the allowance for overhead and profit is applied, but shall be added as a separate line item to the cost of the change. The Contractor shall substantiate additional costs by way of submitting applicable invoices from governing authorities.

- .8 The cost for the rental of machinery and equipment shall not be included as a part of a cost proposal by the Contractor, Subcontractors, or sub-subcontractors, unless such machinery or equipment is rented from an outside party; is required specifically by the change in the Work and is related to hoisting needs, excavation, or earthwork; or represents major equipment needs beyond what the Contractor, Subcontractors, or sub-subcontractors would typically have available as a part of their equipment inventory.
- .9 The actual cost of labor associated with a change in the Work on which the allowance for overhead and profit shall apply shall be the actual cost of the labor to perform the required work associated with a change in the Work. Labor costs shall be itemized by each trade involved, labor hours required by each trade for the change, and the actual rate paid the workers for each trade in accordance with the established management labor agreements. The actual labor rate shall include the base rate, taxes, insurance, and fringe benefits. Labor hours shall be the labor time anticipated to be expended by each party by trade performing the work to make such change.
- .10 The actual material cost associated with a change in the Work, on which the allowance for overhead and profit shall apply, shall be the amount paid or to be paid by the Contractor, Subcontractors, or sub-subcontractors for materials, supplies, and equipment permanently incorporated into the Work. Such actual material cost shall not include sales, consumer, use, or similar taxes which may be required. Actual material costs shall be substantiated by actual invoices or quotes. The cost for materials shall not exceed the typical and customary cost of such items available in the geographic area of the Project. Sales, consumer, use, or similar taxes which apply to the cost of material shall be carried as a separate line item as specified in Clause .6 above.
- .11 The percentages allowed for overhead and profit as stated within Subparagraph 7.3.11 shall include the following:
- (1) All costs associated with the processing of the changes to the Work;
 - (2) Field and office design, engineering, estimating, administration, and supervision costs, including the field superintendent and foreman, project estimator, project manager, and all other administrative and supervisory personnel;
 - (3) Use of replacement of tools;
 - (4) Shop burden;
 - (5) Cost of safety measures, including those imposed by OSHA;
 - (6) Shipping, drayage, and demurrage;
 - (7) Parking and travel subsistence charges;
 - (8) Clean up and debris removal;
 - (9) Permits, unless a new type of permit is required;
 - (10) Preparation of record or as-built drawings;
 - (11) Cost of tools and consumable supplies and expendable items to perform the Work;
 - (12) Cost of bonds, unless an increase in premium occurs due to the change in the Work; and
 - (13) Cost of insurance, unless an increase in premium occurs due to the change in the Work.

- .12 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their proprietary can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, such items shall also be itemized.

Add the following Article 16:

ARTICLE 16 - EQUAL OPPORTUNITY

16.1 Policies of Employment

16.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, pregnancy, affectional preference, disability, age, marital status, or status with regard to public assistance. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, ancestry, national origin, sex, sexual orientation, pregnancy, affectional preference, disability, age, marital status, or status with regard to public assistance. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

16.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, national origin, sex, sexual orientation, pregnancy, affectional preference, disability, age, marital status, or status with regard to public assistance.

16.1.3 The Contractor shall adhere to the affirmative action requirements bound in this Project Manual as appendix to Section 00 21 13, Instructions to Bidders. See "Affirmative Action Bid Specification Statement".

Add the following Article 17:

ARTICLE 17 - HARASSMENT AND VIOLENCE

17.1 The School District's General Statement of Policy

17.1.1 Sexual (including sexual orientation and affectional preference), ethnic/racial harassment, and harassment based on religious beliefs or practices and disability are forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et. seq. and/or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01-363.15 (1993). Sexual (including sexual orientation and affectional preference), ethnic/racial, religious or disability violence is a physical act of aggression directed toward a person or groups of persons because of their sex, ethnic/racial background, religion or religious practices, disability, sexual orientation or affectional preference. Violence directed toward a person or persons because of the person's sex, race/ethnicity, religion or religious practices, disability, sexual orientation or sexual preference is also violative of these same statutes and may also represent a criminal law violation.

17.1.2 It is the policy of Minneapolis Special School District No. 1 (the "School District") to maintain a learning and working environment free of harassment based on sex, race/ethnicity, religion or religious practices, disability, sexual orientation or affectional preference, and other forms of harassment and violence. The School District prohibits any form of sexual, ethnic, religious, disability, sexual orientation or affectional preference, or other improper harassment and violence.

17.1.3 It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the School District to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding race/ethnicity, religion or religious practices, disability, sexual orientation or affectional preference, and other forms of harassment as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the District.)

17.1.4 It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the School District to inflict, threaten to inflict, or attempt to inflict violence relating to sexual (including sexual orientation and affectional preference), racial/ethnic, religious, or disability upon any pupil, teacher, administrator or other school personnel.

17.1.5 The School District will investigate all complaints, either formal or informal, verbal or written, of actions or statements which may constitute sexual, ethnic/racial, religious, disability, sexual orientation or affectional preference or other improper harassment or violence and will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who harasses or is violent toward any pupil, teacher, administrator or other school personnel of the School District. The School District also reserves the right to discipline any student or employee for derogatory sexual, ethnic/racial, religious, disability, sexual orientation or affectional preference related statements or conduct which does not constitute illegal harassment or violence on the aforementioned bases but nonetheless are inappropriate.

17.2 Sexual, Ethnic/Racial, Religious, Disability, Sexual Orientation and Affectional Preference Harassment/Violence Defined

17.2.1 Sexual harassment (including sexual orientation and affectional preference) definition.

- .1 Sexual Harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, of obtaining an education or of transacting business with the School District; or

Submission to or rejection of that conduct or communication by a person is used as a factor in decisions affecting that individual's employment, education or business with the School District; or

That conduct or communication has the purpose or effect of substantially or unreasonably interfering with a person's employment, education or business with the School District, or creating an intimidating, hostile or offensive employment, education or business environment.

- .2 Sexual harassment includes, but is not limited to, the following behaviors:

Unwelcome statements of a sexual nature;

Unwelcome solicitation or pressure for sexual activity;

Intentional brushing against, patting or pinching of another's body;

Requests for sexual favors accompanied by implied or overt threats concerning an individual's employment, education or business with the School District;

Any sexually motivated unwelcome touching.

- .3 Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose.

17.2.2 Racial/ethnic harassment definition. Racial/ethnic harassment consists of physical or verbal conduct relating to an individual's race/ethnicity when the conduct:

- .1 Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- .2 Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- .3 Otherwise adversely affects an individual's employment or academic opportunities.

17.2.3 Religious harassment definition. Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

- .1 Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- .2 Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- .3 Otherwise adversely affects an individual's employment or academic opportunities.

17.2.4 Disability harassment definition. Disability harassment consists of physical or verbal conduct which is related to an individual's disability when the conduct:

- .1 Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- .2 Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- .3 Otherwise adversely affects an individual's employment or academic opportunities.

17.2.5 Other forms of general harassment definition. General harassment is defined as acts of a derogatory nature directed towards an individual which is usually associated with, but not limited to, an individual's accent or language background, weight, height, status with regard to public assistance, gender, national origin, association with person's who are subjected to harassment based on the categories identified above, subordinate relationships (in class or on the worksite), student to staff relationships, and peer to peer relationships, when the act:

- .1 Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- .2 Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- .3 Otherwise adversely affects an individual's employment or academic opportunities.

17.2.6 Sexual violence definition.

- .1 Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statute Section 609.341 Subd. 5, includes the primary genital area, groin, inner thigh, buttocks, or breast.

.2 Sexual violence may include, but is not limited to:

Touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;

Coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

Coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

In any of these cases listed above, touching of the clothing covering the immediate area of the intimate parts.

17.2.7 Racial/ethnic violence definition. Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

17.2.8 Religious violence definition. Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

17.2.9 Disability violence definition. Violence based on a disabling condition is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, the person's disability.

17.2.10 Assault definition. Assault is:

- .1 An act done with intent to cause fear in another of immediate bodily harm or death;
- .2 The intentional infliction of, or attempt to, inflict bodily harm upon another; or
- .3 The threat to do bodily harm to another with present ability to carry out the threat.

17.3 Reprisal

17.3.1 The School District will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged sexual, racial/ethnic, religious, or disability harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

ARTICLE 18 - PROJECT LABOR AGREEMENT

Refer to the Document titled "Project Labor Agreement", Pages 1 - 7, and Project Labor Agreement Letter, which are included as an appendix to this Section for provisions to be incorporated under Article 18 and included as part of this Contract.

Reference in Project Labor Agreement to "Schedule A" is in reference to the complete Minneapolis Building and Construction Trades Council Collective Bargaining Agreements, which are available for review upon request.

This information is available for review, by appointment at the Design and Construction Division of the Facilities Department of Minneapolis Public Schools, 1250 West Broadway Avenue. This information can also be reviewed by contacting John Williams at the Council Office, Room 556, 312 Central Avenue South, Minneapolis, Minnesota.

Deliveries to or hauling refuse or other items from construction projects are not subject to the Project Labor Agreement bound into the Project Manual.

ARTICLE 19 - SUBCONTRACTORS' INDEPENDENT CONTRACTOR EXEMPTION CERTIFICATE

Refer to the Document titled "Subcontractors' Independent Contractor Exemption Certificate", which is included as an appendix to this Section for provisions to be incorporated under Article 19 and included as part of this Contract.

END OF DOCUMENT

PROJECT LABOR AGREEMENT

ARTICLE I. PURPOSE

This Agreement is entered into this 11th day of May, 2004 by and between Minneapolis Public Schools (SSD #1), its successors or assigns ("Program Owner") and the Minneapolis Building and Construction Trades Council (hereinafter "Council"), acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions," with respect to the construction of the Alternative Facilities Bonding and Levy Program, (AFBLP) and District Identified Construction Program (DICP) hereinafter "Project."

The term "Contractor" shall include all Contractors and Subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to Project Contractor alone is intended, the term "Project Contractor" is used.

The Parties to this Project Labor Agreement acknowledge that the construction of the Project is critical to the Owner and is a public Project, which will employ numbers of skilled and unskilled workers. Construction of the Project will entail utilization of the construction industry in an area having multiple labor contracts and employer associations. Consequently, conflicts within labor-management relations could cause delay or disruption of the efficient completion of the Project unless maximum cooperation of all segments of the construction industry is obtained.

It is in the public interest that the Project progress be completed in an expeditious and efficient manner, free of the disruption or delay of any kind. Therefore, it is essential to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor management peace and stability during the terms of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Therefore, the Unions agree not to engage in any strike, slowdown or interruption of work and the Contractor agrees not to engage in any lockout.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts, possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction Project to encourage close cooperation and that a harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all Contractors of whatever tier agree not to engage in any lockout, and the Unions agree not to engage in any strike, slowdown, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II. SCOPE OF AGREEMENT

Section 1. The Project Agreement shall apply and is limited to the recognized and accepted historical definition of construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: Alternative Facilities Bonding and Levy Program as submitted to the State Department of Education and subsequently approved by them, and the Districts Identified Construction Program. It is agreed that the Project Contractor shall require all Contractors of whatever tier, who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement. The Project Contractor shall assure compliance with this Agreement by the Contractors,. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local Collective Bargaining Agreements,

except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its' national Agreements, with the exception of Article VIII. Work Stoppages and Lockouts, IX. Disputes and Grievances, and X. Jurisdictional Disputes of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor nor Contractors will be obligated to sign any other local area, or national Agreement.

- Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function, which may occur at the Project site or be associated with the development of the Project.
- Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.
- Section 4. The owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of Contractors on this Project, without reference to the existence or non-existence of any Agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.
- Section 5. Items specifically excluded from the scope of this Agreement include, but are not limited to the following: No Exclusions Apply.
- Section 6. The provisions of this Project Agreement shall not apply to Minneapolis Public Schools, and nothing contained herein shall be construed to prohibit "Owner" or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the owner during the term of this agreement.

- Section 7. It is understood that the Owner, as its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.
- Section 8. It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, contractor(s) or any employer.
- Section 9. It is understood and agreed, that all Project work must be performed by employees of employers bound by the terms of this Agreement.

ARTICLE III. UNION RECOGNITION

- Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.
- Section 2. The hiring of employees shall be governed by the procedures set forth in the Agreements set in Schedule A.
- Section 3. All employees covered by this Agreement shall be subject to the Union security provisions contained in the applicable Agreement in Schedule A.

ARTICLE IV. UNION REPRESENTATION

- Section 1. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the posted visitor, security, and safety rules of the Project.
- Section 2. Stewards. Each signatory Local Union shall have the right to designate a working journeyman as a steward, and shall notify the Owners Representative, in writing, of the identity of the designated steward prior to the assumption of his or her duties as steward. Such designated steward shall not exercise any supervisory functions. There

will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

ARTICLE V. WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed, and paid the base hourly wage rates for those classification as specified in the attached Schedule A.

Section 2. The Contractors agree to pay contributions to the established employee's benefit funds in the amounts designated in the appropriate Schedule A; provided however, that the Contractors and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and paid by the Contractors on the Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

ARTICLE VI. HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The work week and workday shall be determined as set forth in the applicable Schedule A Agreement.

Section 2. Overtime pay shall be established by reference to the applicable Schedule A Agreement.

Section 3. It shall not be a violation of this Agreement if the Owner's Representative considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time

worked; provided however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4. Shift work will be performed in accordance with the currently existing Schedule A. Agreement.

Section 5. Recognized holidays on this Project shall be those in the local Collective Bargaining Agreements in existence for the appropriate Local Unions on the date of this Project Agreement as contained in the attached Schedule A. There shall be no change in the established holiday schedules and the days upon which holidays are celebrated, except by mutual agreement.

ARTICLE VIII. MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited to the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to, hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall not be limitations upon the choice of materials to design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE VIII. WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement, there shall be no strike, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Council, a Local Union or by any employee, and there shall not be a lockout by the Contractor. Failure of the Council, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Council and Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractors Project site, and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiable, discharged for the above reasons and shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council nor any Local Union shall be liable for acts of employees for who it has no responsibility. The Building Trades Council Business Manager will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. By complying with this obligation, the Building Trades Council shall not be liable for unauthorized acts of a Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his or her office to cause the employees the Local Union represents, to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE IX. DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractor, Unions, and employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any questions or dispute arising out of any during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1.

- a) When any employee, subject to the provisions of this Agreement, feels he or she is aggrieved by a violation of this Agreement, he or she through his or her local Union Business Representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor, stating the provision(s) alleged to have been violated. The Business Representative of the local Union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting, but not later than two(2) working days thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within two(2) working days thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced in writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the relevant information concerning the alleged grievance, including a short description thereof, the date of which the grievance occurred, and the provisions(s) of the Agreement alluded to have been violated.

- b) Should the Local Unions(s) or the Project Contractor or any Contractor have a dispute with the other party and , if after conferring, a settlement is not reached writing three(3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2.

The Business manager of the council and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step, arrive at a satisfactory settlement thereof. If the parties fail to reach an Agreement, the dispute may be appealed in writing, in accordance with the provisions of Step 3 within seven (7) calendar days hereafter.

Step 3.

- a) If the grievance cue has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an Arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) Arbitrators residing in the State of Minnesota from which the Arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Unions(s).
- b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended by written consent of the parties involved, at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decision only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4

The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3, and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE X. JURISDICTIONAL DISPUTES

Section 1.

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignment will be in accordance

with the Plan for the settlement and Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All Jurisdictional disputes on this Project between or among Building and Construction Trades Unions and employees parties to this Agreement, shall be settled and adjusted according to the present plan established by the Building and Construction Trades Council or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Council. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate representative of the Council and local Union prior to commencing work. The Project Contractor and the Owner will be advised in advance, of all such conferences and may participate if they wish.

ARTICLE XI. SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its Contractors or Subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any Contractor or Subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE XII. SAVINGS AND SEPARABILITY

It is not the intention of Owner, Contractors, or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any

applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractors and Union agree that if any when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court or competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision, for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE XIII. DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective 11 May 2004, and shall continue in effect for the duration of the Project construction work described in Article I and II hereof. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner, and has received the final acceptance from the Owner's representative.

ARTICLE XIV. ARBITRATION

In the event of a dispute between the School District, its contractor or their employees over the interpretation or adherence to the terms of this Agreement, the parties agree that such a dispute will be submitted first to the Minneapolis Building and Construction Trades Council and concurrently the School District's Director of Facilities for resolution. If these entities cannot effect a resolution, then the parties agree such dispute will be submitted to final and binding arbitration before an arbitrator selected in accordance with the "Rules governing the Arbitration of Grievance" established by the State Bureau of Mediation Services.

Schedule A attached to this Project Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements, which are the basis for such Schedule A, notify the Construction Manager in writing of the mutually agreed upon changes in those provisions of such Agreements which are applicable to the Project, and their effective date(s), which shall become the effective date(s) under this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiations

of such Local Collective Bargaining Agreements and the resulting Schedule A's; nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year above written.

FOR THE UNION

Minneapolis Building & Construction
Trades Council

By John D. Williams
John D. Williams
Its Business Manager

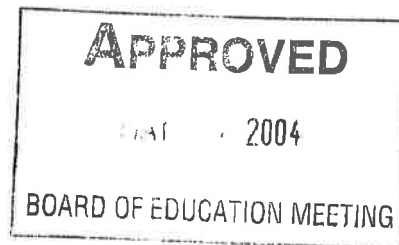
By Michael D. Reinking
Michael D. Reinking
Its Field Representative

FOR THE PROJECT OWNER

Special School District No. 1
Minneapolis Public Schools

By Sharon Henry-Blythe
Sharon Henry-Blythe
Its Chairperson

By Audrey D. Johnson
Audrey D. Johnson
Its Clerk



ATTACHMENT 'A'

LETTER OF ASSENT

_____ hereby agrees to accept and be bound by the terms and conditions of the Project Labor Agreement between _____ and the MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, dated and effective _____, with respect to all construction work at the site of the construction and during the course of the construction as those terms are used or defined in the Project Labor Agreement.

Contractor Name

Address

City/State

By: _____

Title: _____

Dated: _____

Completion Date of Project: _____

SCHEDULE A

- A-1 Asbestos Workers No. 34**
- A-2 Boilermakers No. 647**
- A-3 Bricklayers and Allied Craftworkers No. 1**
- A-4 Cabinet Makers & Millmen No. 1865**
- A-5 Carpenters No. 851**
Carpenters & Floorlayers No. 1644
Dock Builders & Pile Drivers No. 1847
- A-6 Carpet, Linoleum, Resilient Tile Layers, Terrazzo Workers & Finishers No. 596**
- A-7 Cement Masons No. 633**
- A-8 Drivers No. 221:**
 - 1) Highway Heavy**
 - 2) Container**
 - 3) Concrete**
- A-9 Electrical Workers**
IBEW/NECA LEA Agreement
- A-10 Elevator Constructors No. 9**
- A-11 Glaziers & Glassworkers No. L-1324**
- A-12 Iron Workers No. 512**
- A-13 Construction & General Laborers No. 563**
- A-14 Lathers No. 9190L**
- A-15 Millwrights No. 548**
- A-16 Operating Engineers No. 49**
- A-17 Painters No. 386**
- A-18 Pipe Fitters No. 539**
- A-19 Plasterers No. 265**
- A-20 Plaster Tenders No. 111**
- A-21 Plumbers No. 15**
- A-22 Roofers No. 96**
- A-23 Sheet Metal Workers No. 10**
- A-24 Sign, Display & Screen Process No. 880**
- A-25 Sprinkler Fitters No. 417**
- A-26 Tile Layers, Finishers, Shopmen, Terrazzo Workers, Bricklayers & Allied Craftworkers**
Local No. 1

DOCUMENT 00 73 00

EXHIBIT "E"
SUBCONTRACTORS' INDEPENDENT CONTRACTOR EXEMPTION CERTIFICATE

Contractor acknowledges that as to Minnesota Statute §181.723, Subdivision 7 (c), Contractor is the person for whom its subcontractors are performing services, and Contractor is responsible for obtaining and retaining copies of all Subcontractors' Independent Contractor Exemption Certificate before services commence. Contractor shall indemnify and hold harmless Special School District No. 1 ("District"), its officers and employees from and against liability, loss, damage, cost, and expenses which the District or its employees or agents may hereafter sustain, incur, or be required to pay resulting from Contractor's responsibility and performance under Minnesota Statute §181.723. Nothing herein shall be deemed a waiver of the limitations on liability, defenses, exceptions to liability, and immunities set forth in Minnesota Statutes §466.02 and §466.04, or other applicable law, such limitations on liability, defenses, exceptions to liability, and immunities being expressly reserved herein.

END OF APPENDIX

Standard Operating Procedures for Hot Work Permit

1. **Contractors on MPS sites are solely responsible to perform all hot work in a legal and safe manner.**
2. A Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to- brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding. MPS Hot Work permit forms are available from the Senior Custodian (see attached Hot Work Permit).
3. Hot work must be conducted in accordance with requirements in Chapter 26 of the International Fire Code or other applicable regulations.
4. Contractors will designate a member of their staff to conduct a fire watch after completing hot work in district buildings. The contractor is solely responsible for fire watch duties. When hot work is conducted in areas with vertical or horizontal fire exposures that are not observable by a single person, additional personnel shall be assigned to fire watch to ensure that all exposed areas are monitored.
5. If hot work is conducted in close proximity to sprinkler heads, non-combustible barriers or damp cloths shall be used to shield sprinkler heads and shall be removed when hot work is completed. Care shall be taken to properly ventilate the space and prevent the escape of fumes into occupied spaces. Further, smoke detectors in proximity to the hot work shall be covered with a plastic bag to keep them dust free and prevent their inadvertent alarm.

Environmental Health and Safety Division is responsible for keeping these standard operating procedures current.

HOT WORK PERMIT

**BEFORE INITATING HOT WORK, CAN THIS JOB BE AVOIDED?
IS THERE A SAFER WAY?**

This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing and Welding.

PART 1

INSTRUCTIONS

1. Permit Issuer:

- A. Verify precautions listed at right (or do not proceed with the work).
- B. Complete and retain Part 1.
- C. Issue Part 2 to person doing job.

HOT WORK BEING DONE:

- Employee _____
- Contractor _____

DATE _____ JOBSITE _____

LOCATION/BUILDING & FLOOR _____

NATURE OF JOB _____

NAME OF PERSON DOING HOT WORK _____

I VERIFY THE ABOVE LOCATION HAS BEEN EXAMINED, THE PRECAUTIONS CHECKED ON THE REQUIRED PRECAUTIONS CHECKLIST HAVE BEEN TAKEN TO PREVENT FIRE, AND PERMISSION IS AUTHORIZED FOR THIS WORK.

SIGNED (PERMIT ISSUER) _____

PRINT NAME: _____

PERMIT EXPIRES: DATE _____ TIME _____ AM
PM

NOTE EMERGENCY NOTIFICATION ON BACK OF FORM. USE AS APPROPRIATE FOR YOUR FACILITY.



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

REQUIRED PRECAUTIONS CHECKLIST

- Available sprinklers, hose streams and extinguishers are in service/ operable.
- Hot Work equipment in good repair.

REQUIREMENTS WITHIN 35 FT. (11M) OF WORK

- Flammable liquids, dust, lint and oily deposits removed.
- Explosive atmosphere in area eliminated.
- Floors swept clean.
- Combustible floors wet down, covered with damp sand or fire-resistant tarpaulins or metal sheets.
- Remove other combustibles where possible. Otherwise protect with fire-resistant tarpaulins or metal shields.
- All wall and floor openings covered.
- Fire-resistant tarpaulins suspended beneath work.

WORK ON WALLS OR CEILINGS

- Construction is noncombustible and without combustible covering or insulation.
- Combustibles on other side of walls moved away.

WORK ON ENCLOSED EQUIPMENT

- Enclosed equipment cleaned of all combustibles.
- Containers purged of flammable liquids/vapors.
- Pressurized vessels, piping and equipment removed from service, isolated and vented.

FIRE WATCH/HOT WORK AREA MONITORING

- Fire watch will be provided during and for 30 minutes after work.
- Fire watch is supplied with suitable extinguishers, and, where practical, charged small hose.
- Fire watch is trained in use of this equipment and in sounding alarm.
- Fire watch may be required for adjoining areas, above and below.

OTHER PRECAUTIONS TAKEN

- _____
- _____



WARNING!

HOT WORK IN PROGRESS WATCH FOR FIRE!

PART 2

INSTRUCTIONS

- Person doing Hot Work: Indicate time started and post permit at Hot Work location. After Hot Work, indicate time completed and leave permit posted for Fire Watch.
- Fire Watch: Prior to leaving area, do final inspection, sign, leave permit posted and notify Firesafety Supervisor.

HOT WORK BEING DONE:

- Employee _____
 Contractor _____

DATE _____ JOBSITE _____

LOCATION/BUILDING & FLOOR _____

NATURE OF JOB _____

NAME OF PERSON DOING HOT WORK _____

I VERIFY THE ABOVE LOCATION HAS BEEN EXAMINED, THE PRECAUTIONS CHECKED ON THE REQUIRED PRECAUTIONS CHECKLIST HAVE BEEN TAKEN TO PREVENT FIRE, AND PERMISSION IS AUTHORIZED FOR THIS WORK.

SIGNED (PERMIT ISSUER) _____

PRINT NAME: _____

PERMIT EXPIRES: DATE _____ TIME _____ AM
PM

FIRE WATCH SIGNOFF

Work area and all adjacent areas to which sparks and heat might have spread were inspected during the fire watch period and found safe.

SIGNED

SIGNED

REQUIRED PRECAUTIONS CHECKLIST

- Available sprinklers, hose streams and extinguishers are in service/ operable.
 Hot Work equipment in good repair.

REQUIREMENTS WITHIN 35 FT. (11M) OF WORK

- Flammable liquids, dust, lint and oily deposits removed.
 Explosive atmosphere in area eliminated.
 Floors swept clean.
 Combustible floors wet down, covered with damp sand or fire-resistant tarpaulins or metal sheets.
 Remove other combustibles where possible. Otherwise protect with fire-resistant tarpaulins or metal shields.
 All wall and floor openings covered.
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 Fire watch is trained in use of this equipment and in sounding alarm.
 Fire watch may be required for adjoining areas, above and below.

OTHER PRECAUTIONS TAKEN

- _____

WARNING!

**HOT WORK IN PROGRESS
WATCH FOR FIRE!**

**IN CASE OF EMERGENCY:
CALL: 911**

WARNING!



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

DOCUMENT 00 73 46

WAGE DETERMINATION SCHEDULE

It is the policy of the Board of Education that the wages of laborers, workers, and mechanics on projects financed in whole or part by School District funds be at least the minimum wage rates and fringe benefits as determined by the Minnesota Department of Labor and Industry. In addition to the certificates and other evidences of compliance which are required under these Specifications, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that she/he/it and their subcontractors shall comply with the prevailing wage provisions of the Department of Labor.

WAGE DETERMINATION REQUIREMENTS

Bids and all Contracts shall be subject to State Prevailing Wage Rates for Commercial Construction and shall be in accordance with Minnesota Statutes 177.41 through 177.43. Any wage determinations which are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage. Further, the Owner will not be liable for increased labor costs, or errors or changes to the rates or classifications, prior to the awarding of Contracts.

MINIMUM WAGE RATE DETERMINATION

A copy of the Prevailing Wage Certificate to be submitted with the Bid, the applicable Prevailing Wage Determination Schedule, copies of Minnesota Statutes 177.41 through 177.43, and Minnesota Department of Labor and Industry Prevailing Wage Division Rules and Regulations, Parts 5200.1000 to 5200.1120, have been included for Contractor's use and reference.

CHAPTER 135 - OMNIBUS JOBS, ECONOMIC DEVELOPMENT, AND HOUSING

This Act amends enforcement provisions for the prevailing wage law. It allows the Commissioner of Labor and Industry to examine records to determine compliance with the law. It allows the Commissioner of Labor and Industry to issue orders requiring employers to comply with the law. It allows civil actions seeking redress for violations of the law. It grants jurisdiction to enforce the law in district court. It allows attorney's fees against an employer who is found to have committed a violation of the law. It also increases recordkeeping requirements for employers who are subject to the law. It provides that a contract that is subject to the prevailing wage law must provide that the contracting agency shall demand, and the contractor and subcontractor shall furnish to the contracting agency, copies of any and all payrolls not more than fourteen (14) days after the end of each pay period. Those payrolls must contain all the data required by the law. The contracting authority can examine all records relating to wages paid laborers of mechanics on work to which the prevailing wage law applies.

The Act provides that the Department of Labor and Industry shall employ at least three investigators to perform on-site project reviews, to receive and investigate complaints of violations of the prevailing wage law, and to conduct training and outreach to contractors and contracting authorities for public works projects financed in whole or in part with state funds.

The Act provides that upon issuing a compliance order to an employer for a violation of the prevailing wage law, the Commissioner of Labor and Industry shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of a sufficient sum to the prime or General Contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the Commissioner and has been finally paid or otherwise resolved by the employer. During an investigation of a violation of the prevailing wage law which the Commissioner reasonably determines is likely to result in a violation of the law and issuance of a compliance order, the Commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the Commissioner ninety (90) days prior notice of the date the contracting authority intends to make final payment under the contract.

These provisions are effective July 1, 2007.

END OF DOCUMENT

WAGE RATE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Prevailing Wage Required. All contracts entered into where, pursuant to ordinance or statute, a formal written contract or performance bond is required to which the Minneapolis Public Schools is party, for the construction, alteration and/or repair of buildings, and which required or involves the employment of mechanics and/or laborers shall contain a provision stating that all federal labor standards and prevailing wage provisions applicable to federal contracts in accordance with the federal wage provisions applicable to federal contracts in accordance with the federal Davis Bacon and related acts are applicable to this contract as if fully set forth herein and all contractors and subcontractors shall fully comply with such provisions regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and their respective employees.

1.2 Submission of Statements and Payroll Records. Upon the request of the appropriate contract compliance officer, each contractor or subcontractor engaged in work under the contract shall furnish to the appropriate contract compliance officer within five working days, a copy of payrolls showing wages paid, and a wage compliance statement with respect to wages paid each of its mechanics and laborers employed on the site of the contract work. In the event the contractor fails to supply such statements or if such statements disclose that the required prevailing wage is not being paid, the contract compliance officer shall promptly notify the Minneapolis Public Schools and who shall forthwith withhold payments to the contractor for such periods of noncompliance. During the course of and upon completion of the contract work, the contract compliance officer shall have the right to require an appropriate audit of the contractor's and subcontractor's books to determine compliance or non-compliance with the provisions of this ordinance. Each contractor and subcontractor shall retain the relevant weekly payrolls for a period of not less than one year after the completion of the work.

1.3 Failure to Pay Prevailing Wage. Every contract shall contain the further provision that in the event it is found by the Minneapolis Public Schools that any laborer, mechanic or employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being, paid a rate of wages and fringe benefits or their cash equivalent less than rates required by this Section and by the contract, the contract compliance officer may place the contractor on a suspended or disbarment list and by written notice to the contractors, terminate the right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and sureties shall be liable to the Minneapolis Public Schools for damages sustained thereby. The Minneapolis Public Schools reserves the right to withhold contract payments to the extent of the underpayment of required wages. Any contractor objecting to being placed on a suspended or disbarment list by the contract compliance officer shall have the right to appeal in writing to the Minneapolis Public Schools for review of the contract compliance officer's actions.

1.4 Failure to Comply Bars Future Contracts. The contract compliance officer shall prepare and maintain a list of all persons or firms who are in default under any of the provisions of this Section in regard to obligations to their employees, and no further contracts shall be awarded or entered into with such persons or firms for so long as they are in default. A current copy of such list shall be provided to the purchasing department.

MINNEAPOLIS PUBLIC SCHOOLS
Special School District No. 1

PREVAILING WAGE CERTIFICATE

CONTRACTOR: SUBMIT THIS FORM WITH THE ORIGINAL COPY OF YOUR BID

Laborers and Mechanics shall be paid according to the Contracts for Public Work, in accordance with Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.250 as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States for work in the City. In addition to the certificates and other evidences of compliance which are required under these Specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standards provisions of Minneapolis Code of Ordinances, Section 24.200 through 24.250 as amended. Failure to comply with this ordinance shall mean the District may, by written notice to the Contractor, terminate his/her right to proceed with the work and the Contractor and his/her Sureties shall be liable to the District for any excess cost occasioned to the District for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the Minneapolis Public Schools that any work done by the Contractor or by the Contractor's agents or Subcontractors under a contract with the Minneapolis Public Schools shall be in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Sections 24.200 through 24.250, or Park Board Code of Ordinances, Chapter 6, Sections PB 6-1 through PB 6-5.

Signature

Company Name

RETURN THIS FORM WITH YOUR BID

continued from inside panel

If there is an equal number of workers with differing hourly wage rates, the rules state that the highest rate paid becomes the prevailing wage rate. For example, if one worker receives \$14.90 an hour, another is paid \$16.75 an hour and yet another earns \$15.35 an hour, the prevailing wage rate is \$16.75 an hour.

To obtain the necessary database, the Department of Labor and Industry mails surveys to all segments of the construction industry. The department recognizes 148 separate job classes common to the construction industry; these classifications are divided into four categories: laborers, truck drivers, heavy equipment operators and the skilled crafts. In 1999, more than 6,000 requests for wage rates were mailed to public and private employers throughout the state.

The schedule of prevailing wages, as certified by the Department of Labor and Industry, is required by law to be posted in at least one conspicuous place on each state construction project site.



Where do I go with questions?

Minnesota Department of Labor and Industry
Labor Standards
443 Lafayette Road N.
St. Paul, MN 55155-4307

Toll-free: 1-800-DIAL-DLI
(1-800-342-5354)
Phone: (651) 296-2282
Fax: (651) 215-0104

Please visit our Web site:

www.doli.state.mn.us/laborlaw.html

This document can be provided in different forms, such as large print, Braille or audiotope, by calling (651) 296-1096 or (651) 297-4198/TTY.



Minnesota Department of Labor and Industry
443 Lafayette Road N.
St. Paul, MN 55155

A guide to Minnesota's

Prevailing wage



Labor Standards

443 Lafayette Road N.
St. Paul, MN 55155

Note: This pamphlet is a brief summary of the Minnesota prevailing wage law and is intended as a guide. It is not to be considered a substitute for Minnesota Statutes §177.41-177.44.

2000

Prevailing wage ... what is it?

Minnesota's prevailing wage law requires that employees working on state-funded construction projects or other projects covered by law be paid wage rates comparable to wages paid for similar work in the area where the project is located.

Why is it required?

A little history: The first prevailing wage law governing minimum payments to laborers and mechanics on construction projects was passed in Kansas in 1891. Debate on the federal level began in 1898 and continued in 1927, 1928 and 1930. Representative Robert Bacon, R-N.Y., first introduced a prevailing wage bill in 1927, but it did not pass until 1931. The U.S. Senate author was newly elected Senator James Davis, R-Penn., who had previously served as Secretary of Labor for nearly a decade.

The Davis-Bacon Act was enacted to prevent local wage standards from being undercut on federal construction projects by low bidders who imported cheap labor as a cost-cutting technique. Amended in 1935, it required the payment of not less than the wages found by the Secretary of Labor to be "prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village or other civil subdivision of the state in which the work is to be performed."

Similar state laws are often referred to as "little" Davis-Bacon Acts. Minnesota's law, patterned after federal and Wisconsin law, was enacted in 1973 after an incident where out-of-state workers, who earned much less than local workers, were hired for a University of Minnesota farm project.

How is prevailing wage enforced?

Authority to investigate complaints of violations has been assigned to two separate state agencies. The Department of Transportation is the primary enforcing agency on all projects let out to bid for highway-related construction. All other investigations are conducted by the Department of Labor and Industry or individual contract officers representing project owners.

The Department of Labor and Industry is authorized to review payroll documents to determine compliance with prevailing wage rate

provisions on all state construction projects, including highway construction.

The Department of Labor and Industry administers prevailing wage laws through the investigation of noncompliance complaints filed in one of four ways:

- 1) the Labor Standards unit's phone number is printed on prevailing wage notifications posted at job sites;
- 2) an architect or project engineer may refer a worker to the department;
- 3) a union representative may advise a worker to contact the department;
- 4) a union representative or other outside source may file a complaint on behalf of a worker.

Minnesota Statutes §177.44 also states that anyone who forces an employee by any kind of threat to accept lower wages may be fined up to \$1,000 and/or imprisoned for up to one year. It further provides that any employee who knowingly allows the contractor or subcontractor to pay less than the prevailing wage or who gives up any pay due may be fined up to \$40, jailed not more than 30 days, or both. Each day that a violation continues is a separate offense.

The Department of Transportation is authorized to request and examine copies of payroll forms from contractors and subcontractors. The penalty for nonpayment by contractors and subcontractors is a misdemeanor punishable by a fine of not more than \$300, imprisonment of not more than 90 days, or both. Each day that a violation continues is a separate offense.

Contract officers who administer contracts without prevailing wage compliance, and contractors, subcontractors or agents who knowingly pay workers below prevailing wage, are subject to misdemeanor penalties. Repetitive violations are considered a separate offense punishable by a maximum fine of \$700, imprisonment for no more than 90 days or both.

Both departments have developed processes within their statutory authority to maximize compliance by all involved parties. While most contractors comply

with agency orders to pay back-wages, project funds may be withheld by the letting agency until compliance is achieved.

How does prevailing wage work?

The original Minnesota law required all state agencies to establish prevailing wage rates for their own building projects. The Department of Labor and Industry was given the power to investigate complaints, collect survey data, define classes of labor for highway construction and determine state prevailing wage rates. The Department of Highways was selected to enforce the wage rates on highway construction projects. An amendment was passed in 1975 that authorized the Department of Labor and Industry to set the rates for all building and road construction and increased the penalties for noncompliance.

Wage rates paid for comparable work are certified by the Department of Labor and Industry as the prevailing rates after the department conducts a survey of contractors, labor organizations and interested parties statewide. This information is then furnished to entities covered by prevailing wage that are letting contracts for inclusion in their bid specifications. A notice is also published in the *State Register*, annually, indicating where copies of the certified rates may be obtained.

Wage rates are established for two types of construction: highway/heavy — construction and maintenance of highways, streets, airport runways, bridges, power plants, dams and utilities; commercial construction — building projects exclusive of residential construction. Separate wage certifications are issued for each area.

How are rates set?

State law requires that each wage rate be based on the actual wage rates paid to the largest number of workers within each labor classification reported in the statewide survey.

An administrative law judge agreed that the calculation to be used is the mode or most frequently occurring wage rate. For example, if the survey data shows that two bricklayers in a county earned \$19.40 an hour, another earned \$17.25 an hour and another earned \$22.67 an hour, the prevailing hourly wage rate would be \$19.40.

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MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY

PREVAILING WAGE DIVISION

RULES AND REGULATIONS

**MINNESOTA RULES, PARTS 5200.1000 TO 5200.1120
Including Amendments Adopted April 16, 1984**

PREVAILING WAGE DETERMINATIONS

5200.1000 STATUTORY AUTHORITY AND PURPOSE.

Parts 5200.1000 to 5200.1120 are promulgated pursuant to the authority provided to the Minnesota Department of Labor and Industry by the provisions of Minnesota Statutes, section 175.111, subdivision 2 and the requisites of Minnesota Statutes, section 14.06. Their purpose is to provide procedures for prevailing wage determinations.

MS #175.1711

5200.1010 DEFINITIONS.

Subpart 1. Scope. For purposes of all wage rate determinations, the following definitions shall apply.

Subp.2. Commercial construction. "Commercial construction" means all building construction projects exclusive of residential construction.

Subp.4. Project. As utilized in parts 5200.1000 to 5200.1120 the term "project" means the erection, construction, remodeling or repairing of commercial, residential, or public buildings or any highway and heavy construction.

Subp.5. Residential construction or agricultural construction. "Residential construction or agricultural construction" means all construction, remodeling, or repairing of single or two family homes and structures appurtenant thereto including agricultural or farming buildings appurtenant to private farm residences when utilized to carry on primary farming operations.

Subp.6. State project. "State project" means those projects which are subject to the requirements of Minnesota Statutes, sections 177.41 to 177.44.

MS # 175.171

5200.1020 PREVAILING WAGE DETERMINATIONS.

Subp.2. Commercial type construction. The department shall, upon the request of any state agency that is contemplating the advertisement for bids on a state project which is similar in nature to commercial construction projects, determine and certify prevailing wage rates applicable to said state project if a certification has not be made within the 6-month period prior to the request.

Subp.3. Information required for certification request. Minnesota Statutes, section 177.43, subdivision 4, provides that the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any contemplated project shall be ascertained before the state asks for bids. A request to establish prevailing wage rates, prevailing hours or labor, and hourly basic rates of pay for all trades and occupations required in the contemplated project must be sent to the department and shall include the:

- A. Popular or descriptive name of project.
- B. Project Number
- C. Exact location of project by county and city, village, or township.
- D. Estimated costs of the total construction contracts to be awarded.

- E. Anticipated date for soliciting or advertising for bids.
- F. Anticipated date for awarding of contracts.
- G. Proposed date for commencement of work on projects.
- H. Estimated date of completion of project.
- I. General description of the type of facility and facilities which will constitute the completed contracts. For example, two-story brick and concrete building about 200 feet by 400 feet with concrete floor, wood roof deck on wood laminated beams, and includes plumbing, heating, and electrical work. Outside work includes excavating, blacktopping, grading, sidewalks, fencing, driveways, parking areas, and miscellaneous areas.
- J. Desired date of receipt of prevailing wage rate schedule.
- K. Statement as to whether the federal government or any of its agencies will furnish by loan or grant any part of the funds used in this contract or prescribe a schedule of prevailing wage rates.

The department must be notified about ensuing projects as far in advance as possible a request to determine or ascertain prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required on any contemplated project must be made not less than 60 days before soliciting bids.

Subp.4. Residential type construction. Prevailing wage rates applicable to state projects which are similar in nature to residential construction projects will be made upon request of a governmental official involved in the bidding process for a state project who desires such rates for insertion in a specific contract proposal.

Subp.5. Survey data; recent. Each wage survey shall be based upon work performed in the 12 months preceding the date the survey is commenced and the resulting wage determinations will be certified following the close of the survey.

Subp.6. Survey procedure. Except as provided in subpart 7, all prevailing wage determinations shall be based upon the survey procedures contained in these parts.

Subp.7. Public hearing. The department shall, pursuant to Minnesota Statutes, sections 177.43, subdivision 4, and 177.44, subdivision 3, conduct public hearings when necessary to determine county wage rate determinations. Such hearings shall be conducted within the county for which wage rates are being determined and shall be conducted as contested cases by a hearing examiner from the Office of Administrative Hearings.

MS # 175.171

8 SR 2274

5200.1030 BASIS FOR EACH DETERMINATION.

Subpart 1. County and labor class basis. Individual prevailing wage rates shall be made on a county by county basis and each prevailing wage rate shall be based upon work performed solely within the applicable class of labor.

Subp.2. Labor classes. For each county surveyed, the department shall issue wage

determinations for:

- A. highway and heavy construction projects for all classes of labor commonly or customarily used in those construction projects; and
- B. state projects other than highway and heavy construction for all classes of labor expected to be used in the contemplated project for which the prevailing wage rate is being determined.

Subp.2a. Projects to be surveyed, criteria. From information on file and submitted by interested persons, the department shall select projects of a character similar to the project for which the prevailing wage rate is being determined. The selections shall be made from projects on which construction work was done in the 12 months preceding the survey and which are located in the county in which the contemplated project is located, or, if necessary, from adjacent counties.

- A. If two or more projects of a character similar to the project contemplated have been performed in the county in which the project is to be located, and if this group of projects provides wage rate data for the major classes of labor to be used in the project for which the prevailing wage is being determined, the wage determination for those classes of labor shall be based solely upon that work.
- B. Where classes of labor expected to be utilized in the contemplated project for which the prevailing wage determination is being made are not all represented in the projects in item A, but work was performed in those classes of labor in two or more projects in any county physically adjacent to the county being surveyed, the department shall establish the wage determination for those classes of labor based solely upon those adjacent county projects.
- C. Where no work was performed in a class of labor either in the county being surveyed or in any adjacent Minnesota county, no wage rate will be determined for that class of labor.
- D. In determining a wage rate for a class of labor based upon work performed in adjacent counties, all workers in a class of labor in all adjacent counties shall be totaled and the wage rates shall be based upon the wage rate paid to the largest number as determined in accordance with parts 5200.1020 to 5200.1060.

Subp.3. Frequency of determination. Following certification of wage rates for a county, no wage rates for additional classifications of labor shall be made for that county until such time that a subsequent survey of the county is required pursuant to Minnesota Statutes, section 177.43, subdivision 4 or 177.44, subdivision 4.

MS # 175.171

8SR2274

5200.1040 CLASSES OF LABOR.

Each class of labor shall be based upon the particular nature of the work performed with consideration given in those trades, occupations, skills, or work generally considered within the construction industry as constituting distinct classes of labor. Wage determinations will be issued for those separate classes of labor which fall under the following general classes:

- A. Laborers.

- B. Power equipment operators.
- C. Truck drivers.
- D. Special crafts. The following crafts shall constitute separate classes of labor: bricklayers, carpenters, cement masons, linemen, electricians, iron workers, painters, pipefitters, plumbers, plasterers, roofers, and sheet metal workers, and other labor or work which is customarily considered as an individual trade or craft based upon its character and skills required. Workers reported as helpers shall be considered to be skilled laborers when asking determinations.
- E. In determining particular classes of labor, the department shall consider work classifications contained in collective bargaining agreements, apprenticeship agreements on file with the department, and customs and usage applicable to the construction industry.
- F. Primary responsibility for classifying individual workers shall be upon the contractor.
- G. Where a worker performs work in more than one class of labor, he/she shall be counted only once and be placed only once in the class in which he/she worked the greatest number of hours.
- H. The contractor reporting shall have the responsibility to determine the class in which the worker has worked the greatest number of hours on each project reported.
- I. Workers employed within a class of labor as apprentices or trainees at reduced wage rates will not be included or counted within that class of labor.

MS #175.171

5200.1050 SURVEY PROCEDURES.

Subpart 1. Scope. The purpose of each county survey is to develop a data base upon which to determine prevailing wage rates for those classes of labor expected to be used on contemplated state projects based upon wage rates paid to the same classes of labor on similar projects in the area. In establishing the data, the procedural steps in subparts 2 to 4 shall be taken.

Subp.2. Wage reports. The department shall regularly request from contractors, contractor organizations, labor organizations, and any other interested person, on forms available from or approved by the department, reports of construction wage rates paid by contractors on various types of projects. The reports must be kept on file by the department according to the county in which the project for which the report is received was performed. The reports must list the name and address of the contractor, the name of the project, the location of the project, a description of the project, the names of employees who worked on the project, together with the class of labor for each employee, the wage rate paid each employee on the project, and the hourly cost of fringe benefits for health and welfare, pension, vacation, apprenticeship or training, and any other economic benefits paid for each employee. The forms shall be signed and dated by the organization or individual providing the information attesting that the information provided is true and correct.

Subp.2a. Union wage reports. The department shall also keep local union wage and employment reports, on forms provided or approved by the department. The reports must set forth the classes of labor, trade, occupation covered, the effective date of the contract, wage and fringe benefits paid under the contract, the duration of the contract, the dates of all adjustments to wages and fringe benefits together with the amount of the adjustments on each date, the geographic area where the contract is effective, the number of members employed within the geographic area covered by the contract, the type projects

covered by the contract, and a list of all contractors or employer associations signatory to the contract. The local union wage reports are to be signed and dated by a representative from the local union attesting that the information provided is true and correct.

Subp.2b. Mailing lists. The department shall also keep and maintain a mailing list of governmental officials, district, county, and city engineers, city clerks, administrators, and zoning officials for each county. The department shall also keep and maintain a mailing list of contractors, contractor associations, labor organizations, and other individuals who have requested to be on a mailing list to be notified when any county survey is about to be taken.

Subp.2c. Notification of survey. Upon initiation of a wage survey, the department must notify the county engineer and all city engineers, city clerks, administrators, and zoning officials in the county to be surveyed. The notice will request local officials to submit reports of construction in the county in the preceding 12 months. The report shall include the names of the contractors and their addresses. The department must also notify all contractors, contractor associations, labor organizations, and other individuals who have requested to be notified when a survey for any county is about to be taken. That notice will request that interested individuals submit reports on forms available from or approved by the department concerning construction performed in the county must be returned to the department no later than 33 days following the date upon which the notice of the survey is mailed by the department. Information not timely received by the department shall not be used in establishing the prevailing wage rate for any class of labor. Any unsigned or incomplete forms received prior to the final date for receipt of the forms shall be returned to the individual, contractor, or labor organization, to the extent the individual, contractor, or labor organization can be identified, with a request that the form be properly completed. The department may use incomplete reports where the entity completing the form has provided all the information it has. If that form is not received by the department within 15 days from the date it is returned by mail to the individual, contractor or labor organization, it shall be excluded from the survey. In no event shall information on unsigned reports of construction in the county be utilized in making wage determinations. All reports must be signed and dated by the organization or individual making the report attesting that the information provided is true and correct.

Subp.3. [Repealed by amendment, 8 SR 2274].

Subp.3a. Reports attestations. Reports of construction wage rates and local union wage and employment reports shall specify that the individual signing the report attests that the information on the report is true and correct. The form shall specify that willful falsification of any information on the report may result in civil or criminal prosecution.

Subp.3b. On-site visits. In addition to receiving and compiling the information described in subparts 2 to 4, the departments shall make on-site visits to the offices of contractors or governmental representatives for the purposes of collecting project data and for auditing payrolls when necessary for determination of prevailing wage rates.

Subp.4. County abstract. The number of workers in each class of labor and their respective wage rates shall be determined and reflected on a county abstract.

MS # 175.171

8 SR 2274

5200.1060 DETERMINING LARGEST NUMBER OF WORKERS AND PREVAILING WAGE RATE.

Subpart 1. Policy. Each wage rate determination shall be based upon the actual wage rates paid to the largest number of workers within each labor classification reported in the survey.

Subp.2. Procedure. For purposes of determining the largest number of workers, each worker

within a class of labor and his/her total hourly rate paid shall be tabulated.

- A. Total hourly rate includes the hourly rate plus the hourly contribution for all wage and fringe benefits.
- B. The largest number of workers with identical rates of pay within each classification shall determine the specific prevailing wage rate.
- C. When determining the prevailing wage rate and there is an equal number of workers (which represent the greatest number of workers) with differing hourly wage rates, the prevailing wage rate shall be the highest wage rate paid to those workers.

Example: Four workers at \$7 per hour; for workers at \$8 per hour, two workers at \$8.50 per hour. The prevailing wage rate will be determined as \$8 per hour.

- D. Where a worker performs work on more than one project within the county, he/she shall be counted only once in the class of labor and at the wage rate paid on the most recent project within the time period of the survey.

Subp.3. Collectively bargained rate. If the prevailing wage rate determined for any given class of labor represents a collectively bargained rate, then the comparable current collectively bargained rate for the class of labor in the county where the project covered by the prevailing wage determination is located shall be the prevailing wage rate.

Subp.4. Non-collectively bargained rate. If the prevailing wage rate determined represents a rate other than a collectively bargained rate for any given class of labor, the rate so determined shall be the prevailing wage rate.

Subp.5. Change in rate due to contractual changes. If the prevailing wage rate for any given class of labor represents a collectively bargained rate, and the collectively bargained rate for that class of labor will change during the 12 months immediately following the date upon which the wage rate is determined according to the terms of the collective bargaining contract by which the rate is established, the department shall certify that the rate for that class of labor shall also change accordingly on the effective date of the change pursuant to the collective bargaining contract.

MS # 175.171

8 SR 2274

5200.1070 APPRENTICES.

Subpart 1. Establishment of wag rates. Apprentices working on state projects are not subject to the prevailing wage rate determinations, except as they may be affected by registered apprenticeship agreements. The hourly rates of pay for such workers are established by the particular program to which the apprentice or trainee is subject.

Subp.2. Definition. The term "apprentice" means:

- A. a person employed and registered in a bona fide apprenticeship program registered with the U.S. Department of Labor or with a state apprenticeship agency; and
- B. a person in his/her first 90 days of probationary employment as an apprentice who is not registered in the program but who has been certified by the U.S. Bureau of Apprenticeship and Training or a state apprenticeship agency or council to be eligible for probationary employment as an apprentice.

Subp.3. Exceptions to definition. Any employee listed on a payroll for a state project who does not fall within the term "apprentice" contained in subpart 2 shall be paid the prevailing wage rate for the classification of work performed.

MS #175.171

5200.1080 NOTICE OF WAGE DETERMINATIONS.

Upon certification of wage rates for a given county, the department shall publish notice of such certification in the State Register but need not publish the individual rates so certified. The certification date shall coincide with the date published in the State Register.

The notice published in the State Register shall indicate where copies of the determined rates may be obtained upon request.

The department shall maintain a list of all persons who request that copies of wage rate determinations be sent to them.

Copies of wage rate determinations shall be mailed within five days of their certification to those persons who have requested such notice and whose names appear on the list maintained by the department. The department may charge a reasonable fee for the copying and mailing of these notices as allowed under Minnesota Statutes, section 15.17, subdivision 4.

MS # 175.171

5200.1090 PETITION FOR RECONSIDERATION OF PREVAILING WAGE RATES.

Subpart 1. Right to reconsideration. Any person including contractor associations or labor organizations aggrieved by a final determination of a prevailing wage rate may petition the commissioner for reconsideration of that wage rate within 30 days following its certification. The petitioner shall indicate the county and class(es) of labor contested, the reason the petitioner believes the rate to be inaccurate, and the rates the petitioner believes to be correct.

Subp.2. Informal conference. Within ten days following receipt of a petition for reconsideration, the department shall informally meet with the petitioner and any other interested person, associations, or labor organizations, to review the contested wage determination(s).

The petitioner shall be prepared to support his/her contentions with any documents or data he/she deems necessary.

The department shall be prepared to produce and review the data, summary sheets, and other documents upon which its determinations were based, and shall produce for the petitioner's inspection all such documents.

Subp.3. Final decision. Following the informal conference, the department shall, within ten days, notify the petitioner of any decision modifying, changing, or reaffirming the contested wage rate or indicate to the petitioner that a survey will be necessary to resolve the contested wage rate(s).

Where the department determines that a new survey is necessary, such survey shall be conducted within 30 days. Thereafter, the department shall inform the petitioner by certified mail of its final decision based on that survey.

Subp.4. Pending the procedures. No prevailing wage rate will be deemed to be vacated or suspended pending the resolution of a petition for reconsideration nor will the department request any

state agency contemplating a state project to suspend, delay, or otherwise change its contract and bidding schedules due to any pending procedures resulting from a petition for reconsideration.

Subp.5. Public hearing. Any person aggrieved by a final decision following reconsideration of a prevailing wage rate may, within 20 days after the decision, petition the commissioner for a public hearing in the manner of a contested case under the Administrative Procedure Act, Minnesota Statutes, sections 14.57 to 14.61. Upon receipt of a petition for a public hearing, the commissioner shall order the initiation of a contested case in accordance with Minnesota Statutes, section 14.48 to 14.56. All contested case hearings initiated herein shall be conducted in accordance with the rules of operation of the Office of Administrative Hearings.

MS # 175.171

5200.1100 MASTER JOB CLASSIFICATIONS.

Subpart 1. Requirement. For purposes of parts 5200.1000 to 5200.1120, contractors must use the following codes and classifications in documenting classes of labor.

CODE NO.	POSITION TITLE
101	Laborer, common (general labor work)
102	Laborer, skilled (assisting skilled craft journeyman)
103	Laborer, Landscaping (gardener, sod layer and nurseryman)
104	Flagperson
105	Watchperson
106	Powderman
107	Pipelayer (water, sewer and gas)
108	Tunnel miner
109	Underground and open ditch laborer (eight et below starting grade level)

Subp.3. Power equipment operators.

CODE NO.	POSITION TITLE
201	Air compressor operator
202	Asphalt, bituminous stabilizer plant operator
203	Dragline and/or other similar equipment with shovel type controls
204	Bituminous spreader and finishing operator
205	Bituminous spreader and bituminous finishing machine operator (helper)
206	Conveyer operator
207	Concrete distributor and spreader operator, finishing machine, longitudinal float operator, joint machine or spray operator
208	Concrete saw operator (multiple blade) (power operator)
209	Crushing plant operator (gravel and stone) or gravel washing, crushing, and screening plant operators
210	Curb machine
211	Front end loader operator up to and including one cubic yard
212	Fine grade operator
213	Fork lift operator
214	Front end loader operator
215	Helicopter pilot
216	Fireman or tank car heater operator
217	Grader or motor patrol, finishing, earthwork and bituminous
218	Grader operator (motor patrol)
219	Greaser (truck and tractor)

220	Hoist engineer
221	Self propelled chip spreader
222	Mechanic or welder
223	Oilers (power shovel, crane, dragline)
224	Pick up sweeper
225	Pugmill operator
226	Roller operator, self propelled roller for compaction
227	Roller operator, up to and including six tons for bituminous finishing and/or wearing courses
228	Roller operator, over six tons for bituminous finishing and/or wearing courses
229	Scraper, 32 cubic yards and over
230	Self propelled vibrating packing operator (pad type)
231	Rubber tired tractor, back hoe attachment
232	Shouldering machine operator (power) (apsco or similar type)
233	Slip form (power-driven) (paving)
234	Turnapull operator (or similar type)
235	Tractor operator, D2, TD6 or similar h.p. with power take-off
236	Tractor operator, over D2, TD6 or similar h.p. with power take-off
237	Power Actuated augers and boring machine
238	Truck crane oiler

Subp.4. Truck drivers.

CODE NO.	POSITION TITLE
301	Bituminous distributor driver
302	Dumpman
303	Greaser and truck serviceman
304	Self propelled packer operator
305	Truck driver (hauling machinery for contractors own use including operation of hand or power operator winches
306	Single axle or two axle unit
307	Four axle unit
308	Five axle unit

Subp.5. Special crafts.

CODE NO.	POSITION TITLE
401	Asbestos workers
402	Boilermakers
403	Bricklayers
404	Carpenters
405	Carpet layers (linoleum)
406	Cement masons
407	Electricians
408	Elevator constructors
409	Graziers
410	Lathers
411	Groundman
412	Ironworkers
413	Lineman
414	Millwright
415	Painters

416	Piledriverman
417	Pipefitters-steamfitter
418	Plasterers
419	Plumbers
420	Roofer
421	Sheet metal workers
422	Sprinkler fitters
423	Terrazzo workers
424	Tile setters

Wage determinations shall be made for other classifications not listed if such other classifications are in general use in the area being surveyed.

MS # 175.171

5200.1110 POSTING OF WAGE RATES.

Each contractor and subcontractor performing work on a public project shall post on the project with applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. (Minnesota Statutes 1974, sections 177.43, subdivision 4 and 177.44, subdivision 5.) The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefit required to be paid.

MS # 175.171

5200.1120 EFFECTIVE DATE OF WAGE RATE DETERMINATIONS.

Wage rate determinations previously certified by the department shall, subject to the review procedures contained in part 5200.1090, remain in effect until such time that new wage rates are determined in accordance with the provisions of parts 5200.1000 to 5200.1120 as amended.

MS # 175.171

HOW DOES PREVAILING WAGE WORK?

Wage rates paid for comparable work are certified by the Department of Labor and Industry (DLI) as the prevailing rates after it conducts an annual survey of contractors, labor organizations and interested parties statewide.

State law requires each wage rate be based on the actual wage rates paid to the largest number of workers within each labor classification reported in the statewide survey. The rates are determined by mode – the most frequently occurring wage rate.

Rates are available on the DLI website at www.dli.mn.gov/LS/PrevWage.asp. To participate in the annual wage surveys, call (651) 284-5091 to be added to the mailing list. Employers can complete the report online at www.dli.mn.gov/LS/PrevWageSurvey.asp.



ENFORCEMENT AUTHORITY TO INVESTIGATE COMPLAINTS OF VIOLATIONS

The Minnesota Department of Transportation is the primary enforcing agency on all projects let out to bid for highway-related construction. DLI conducts all other investigations.

DLI is authorized to review payroll documents to determine compliance with prevailing wage rate provisions on all state projects.

Violators of prevailing wage regulations will be assessed back-wages that will be distributed to aggrieved employees and may be assessed penalties. The statute also allows for criminal penalties and prosecution in certain situations.

CONTRACTING AGENCIES

Contracting agencies are responsible for contract compliance and are required to include the correct prevailing wage rate determination and notification of prevailing wage requirements in their contracts.

Failure to do so shall make the contracting agency liable for making whole the contractor or subcontractor for any increases in the wages paid.

Contracting agencies must also require certified payroll information biweekly, which the contractor or subcontractor must furnish.

FILE A COMPLAINT

Complete the complaint form online at www.dli.mn.gov/LS/PrevWageComplaint.asp or call (651) 284-5091 to request a paper copy.

CONTACT INFORMATION

Department of Labor and Industry
Labor Standards
443 Lafayette Road N.
St. Paul, MN 55155-4306
Phone: (651) 284-5091
Toll-free: 1-800-342-5354
Fax: (651) 284-5740
dli.laborstandards@state.mn.us
www.dli.mn.gov/LaborLaw.asp

Notice: This brochure is a brief summary of the Minnesota prevailing wage laws and is intended as a guide. It is not to be considered a substitute for Minnesota statutes and rules.

This document can be provided in different forms, such as large print, Braille or audio, by calling (651) 284-5005 or (651) 297-4198/TTY.

Version 0813

A GUIDE TO MINNESOTA'S PREVAILING WAGE LAWS





MINNESOTA'S PREVAILING WAGE LAWS

Prevailing wage is defined as the hourly wage, the usual benefits and overtime paid to the majority of workers, laborers and mechanics within a particular geographic area on state-funded construction projects. These projects can be highways, roads, wastewater treatment plants, JOBZ projects, schools, park and recreation improvements or any other project covered by law.

Wage rates are established for separate geographical areas throughout the state in the following areas.

1. Highway/heavy – construction and maintenance of highways, streets, airport runways, bridges, power plants, dams and utilities. The estimated total cost of completing the project is \$25,000 or more.
2. Commercial type construction – all building construction projects exclusive of residential construction. For the most part, the estimated total cost of completing the project is \$2,500 or more.
3. Residential construction or agricultural construction – all construction, remodeling or repairing of single- or two-family homes and private farm residences, including agricultural or farming buildings when used to carry on primary farming operations.
4. Truck rental rates – the rates that need to be paid to independent owner/operators of trucks on state highway and road projects.



WHY IS IT REQUIRED?

In 1931, the federal government enacted the Davis-Bacon Act to prevent local wage standards from being undercut on federal construction projects by low bidders that imported cheap labor as a cost-cutting technique.

Amended in 1935, the Davis-Bacon Act required the payment of not less than the wages found by the Secretary of Labor to be "prevailing for the corresponding classes of laborers and mechanics employed on projects of a similar character in a local area such as a city, town, village, county or other civil subdivision of the state in which the project is to be performed."

Minnesota's prevailing wage law was enacted in 1973 after an incident where out-of-state workers, who earned much less than local workers, were hired for a University of Minnesota farm project.

REQUIRED RECORDS AND RECORDKEEPING



Every employer on a prevailing wage project, from general contractor to subcontractor, is required to maintain records including:

- employee name and identifying number;
- prevailing wage master job classification;
- hours worked each day, total hours, rate of pay and gross amount earned;
- each deduction for taxes, total deductions and net pay for the week; and
- dollars contributed each hour for each benefit, including the name and address of the benefit administrator, the benefit account number and the telephone number for health and welfare, vacation or holiday, apprenticeship training, pension and other benefit programs.

The project contract must specifically state the prevailing wage rates, prevailing hours of labor and hourly basic rates of pay.

The contract must also provide that the contracting agency shall demand, and the contractor and subcontractor shall furnish to the contracting agency, copies of any or all payrolls not more than 14 days after the end of each pay period.

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 27

County Name: HENNEPIN

Effective: 2017-12-11

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: HENNEPIN (27)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2017-12-11	33.26	18.54	51.80
	2018-05-01	34.11	19.64	53.75
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2017-12-11	33.26	18.54	51.80

		2018-05-01	34.11	19.64	53.75
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2017-12-11	22.17	14.89	37.06
		2018-05-01	23.02	15.99	39.01
104	FLAG PERSON	2017-12-11	33.26	18.54	51.80
		2018-05-01	34.11	19.64	53.75
105	WATCH PERSON	2017-12-11	29.63	18.19	47.82
		2018-05-01	30.48	19.29	49.77
106*	BLASTER	2017-12-11	34.26	18.54	52.80
		2018-05-01	35.11	19.64	54.75
107	PIPELAYER (WATER, SEWER AND GAS)	2017-12-11	33.30	18.54	51.84
		2018-05-01	34.15	19.64	53.79
108*	TUNNEL MINER	2017-12-11	31.50	18.54	50.04
		2018-05-01	32.35	19.64	51.99
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2017-12-11	31.50	18.54	50.04
		2018-05-01	32.35	19.64	51.99
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2017-12-11	33.26	18.54	51.80
		2018-05-01	34.11	19.64	53.75

111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2017-12-11	33.26	18.54	51.80
		2018-05-01	34.11	19.64	53.75

SPECIAL EQUIPMENT (201 - 204)

201*	ARTICULATED HAULER	2017-12-11	37.83	18.65	56.48
202*	BOOM TRUCK	2017-12-11	19.00	0.00	19.00
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2017-12-11	22.17	14.89	37.06
		2018-05-01	23.02	15.99	39.01
204*	OFF-ROAD TRUCK	2017-12-11	37.83	18.65	56.48
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2017-12-11	37.05	19.39	56.44

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2		2017-12-11	34.39	18.90	53.29
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				

GROUP 3		2017-12-11	34.99	19.70	54.69
		2018-05-01	36.34	20.30	56.64
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				

- 314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
- 316 LOCOMOTIVE CRANE OPERATOR
- 320 TANDEM SCRAPER
- 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4	2017-12-11	34.69	19.70	54.39
	2018-05-01	36.04	20.30	56.34

- 323 AIR TRACK ROCK DRILL
- 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
- 325 BACKFILLER OPERATOR
- 327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
- 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
- 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
- 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
- 331 CHIP HARVESTER AND TREE CUTTER
- 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
- 334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
- 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
- 336 CURB MACHINE
- 337 DIRECTIONAL BORING MACHINE
- 338 DOPE MACHINE (PIPELINE)
- 340 DUAL TRACTOR
- 341 ELEVATING GRADER
- 345 GPS REMOTE OPERATING OF EQUIPMENT
- 347 HYDRAULIC TREE PLANTER
- 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
- 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
- 350 MILLING, GRINDING, PLANING, FINE GRADE, OR TRIMMER MACHINE
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
- 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
- 357 PUGMILL

- 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 360 SCRAPER
- 361 SELF-PROPELLED SOIL STABILIZER
- 362 SLIP FORM (POWER DRIVEN) (PAVING)
- 363 TIE TAMPER AND BALLAST MACHINE
- 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
- 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE

GROUP 5 2017-12-11 25.15 6.23 31.38

- 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)
- 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
- 372 FORM TRENCH DIGGER (POWER)
- 375 HYDRAULIC LOG SPLITTER
- 376 LOADER (BARBER GREENE OR SIMILAR TYPE)
- 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER
- 379 POWER ACTUATED JACK
- 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
- 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER
- 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
- 384 STUMP CHIPPER AND TREE CHIPPER
- 385 TREE FARMER (MACHINE)

GROUP 6 * 2017-12-11 30.44 19.70 50.14

2018-05-01 31.79 20.30 52.09

- 387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER
- 389 DREDGE DECK HAND
- 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)
- 393 LEVER PERSON
- 395 POWER SWEEPER
- 396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS
- 397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

COMMERCIAL POWER EQUIPMENT OPERATOR

GROUP 1	2017-12-11	40.04	19.45	59.49
	2018-05-01	41.14	20.30	61.44
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)			
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			
GROUP 2	2017-12-11	39.70	19.45	59.15
	2018-05-01	40.80	20.30	61.10
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)			
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			
GROUP 3	2017-12-11	38.29	19.45	57.74
	2018-05-01	39.39	20.30	59.69
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)			
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)			
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)			
511	STATIONARY TOWER CRANE UP TO 200 FEET			
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)			
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)			
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			
GROUP 4	2017-12-11	37.95	19.45	57.40
	2018-05-01	39.05	20.30	59.35
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)			
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)			
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)			
519	OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)			
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)			

GROUP 5	2017-12-11	37.03	19.45	56.48
	2018-05-01	38.13	20.30	58.43
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)			
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)			
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM			
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)			
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)			
526	FRONT END, SKID STEER 1 C YD AND OVER			
527	HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)			
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)			
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)			
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)			
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)			
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)			
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)			
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)			
GROUP 6	2017-12-11	35.52	19.45	54.97
	2018-05-01	36.62	20.30	56.92
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)			
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
537	FRONT END, SKID STEER UP TO 1 C YD			
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)			
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)			
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER			
GROUP 7	2017-12-11	34.40	19.45	53.85
	2018-05-01	35.50	20.30	55.80
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)			
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)			
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)			

- 544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
- 546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)
- 547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)

GROUP 8 *	2017-12-11	32.39	19.45	51.84
	2018-05-01	33.49	20.30	53.79

- 548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)
- 549 GREASER (COMMERCIAL CONSTRUCTION ONLY)
- 550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)

TRUCK DRIVERS

GROUP 1	2017-12-11	25.00	5.14	30.14
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- 601 MECHANIC . WELDER
- 602 TRACTOR TRAILER DRIVER
- 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

GROUP 2	2017-12-11	23.50	2.79	26.29
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- 604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

GROUP 3 *	2017-12-11	25.80	6.10	31.90
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- 605 BITUMINOUS DISTRIBUTOR DRIVER
- 606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)
- 607 THREE AXLE UNITS

GROUP 4	2017-12-11	35.82	8.18	44.00
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- 608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)
- 609 DUMP PERSON
- 610 GREASER
- 611 PILOT CAR DRIVER
- 612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS

- 613 TWO AXLE UNIT
- 614 SLURRY OPERATOR
- 615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)
- 616 TRACTOR OPERATOR, UNDER 50 H.P.

SPECIAL CRAFTS

701	HEATING AND FROST INSULATORS	2017-12-11	43.55	23.24	66.79
702	BOILERMAKERS	2017-12-11	36.50	26.51	63.01
		2018-01-01	37.85	26.51	64.36
703	BRICKLAYERS	2017-12-11	37.41	20.27	57.68
		2018-05-01	39.36	20.27	59.63
704	CARPENTERS	2017-12-11	37.02	19.66	56.68
		2018-05-01	38.97	19.66	58.63
705	CARPET LAYERS (LINOLEUM)	2017-12-11	37.84	17.24	55.08
		2018-05-01	39.79	17.24	57.03
706	CEMENT MASONS	2017-12-11	37.51	18.67	56.18
707	ELECTRICIANS	2017-12-11	40.33	28.03	68.36
708	ELEVATOR CONSTRUCTORS	2017-12-11	46.90	31.59	78.49
		2018-01-01	48.36	32.65	81.01
709	GLAZIERS	2017-12-11	40.19	17.69	57.88
		2018-05-01	42.12	17.71	59.83
710	LATHERS	2017-12-11	38.31	19.66	57.97
		2018-05-01	40.26	19.66	59.92
712	IRONWORKERS	2017-12-11	36.50	26.45	62.95
		2018-05-01	38.50	26.45	64.95

714	MILLWRIGHT	2017-12-11	35.13	22.98	58.11
		2018-05-01	37.08	22.98	60.06
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2017-12-11	36.00	20.24	56.24
		2018-05-01	37.75	20.24	57.99
716	PILED RIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2017-12-11	37.20	19.94	57.14
		2018-05-01	39.15	19.94	59.09
717	PIPEFITTERS . STEAMFITTERS	2017-12-11	44.62	26.37	70.99
		2018-05-01	46.82	26.37	73.19
718	PLASTERERS	2017-12-11	38.14	18.32	56.46
		2018-06-01	40.09	18.32	58.41
719	PLUMBERS	2017-12-11	45.01	22.94	67.95
720	ROOFER	2017-12-11	36.01	16.69	52.70
		2018-05-01	37.01	16.69	53.70
721	SHEET METAL WORKERS	2017-12-11	41.96	26.44	68.40
		2018-05-01	44.56	26.44	71.00
722	SPRINKLER FITTERS	2017-12-11	43.38	25.60	68.98
723	TERRAZZO WORKERS	2017-12-11	37.54	18.82	56.36
		2018-05-01	39.49	18.82	58.31
724	TILE SETTERS	2017-12-11	32.81	23.29	56.10
		2018-05-01	34.76	23.29	58.05
		2018-11-05	35.81	23.29	59.10

725	TILE FINISHERS	2017-12-11	27.45	18.39	45.84
		2018-05-01	29.01	18.39	47.40
		2018-11-05	29.85	18.39	48.24
726	DRYWALL TAPER	2017-12-11	33.57	21.42	54.99
727	WIRING SYSTEM TECHNICIAN	2017-12-11	37.82	15.98	53.80
728	WIRING SYSTEMS INSTALLER	2017-12-11	26.49	13.23	39.72
729	ASBESTOS ABATEMENT WORKER	2017-12-11	30.83	17.61	48.44
		2018-01-01	31.68	18.71	50.39
730	SIGN ERECTOR	2017-12-11	28.15	13.92	42.07
		2018-06-01	29.80	13.92	43.72

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 PROJECT/WORK IDENTIFICATION

A. General:

- 1. This Contract shall include General Construction Work, including Acoustical Panels, miscellaneous steel and hardware required to construct Jefferson Community School Acoustic Remediation, 1200 West 26th Street Street, Minneapolis, MN 55405, for Minneapolis Public Schools, Special School District No. 1, Minneapolis, MN, as shown on the Contract Drawings and described in the Project Manual, dated April 5, 2021, prepared by Leo A Daly, 730 Second Avenue South, Suite 1300, Minneapolis, MN 55402.

B. Summary by References:

- 1. Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda, and modifications to the Contract Documents issued subsequent to the initial printing of this Project Manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the Contract Documents.

C. Contract:

- 1. Construct Work under one prime contract

1.03 CONTRACTOR'S DUTIES

- A. The intent is for the Contractor to include all items necessary for the proper execution and completion of the Work. Work shall cover all portions of the Contract Documents and all Work necessary to produce the intended results.

B. Work Included:

- 1. Provide administration and supervision, labor, materials, articles, equipment, incidentals, items, tools, services, supplies, methods, operations, and skills in such quantities as may be necessary to complete project within intent of the Contract Documents.

C. Field Superintendent:

- 1. The General Contractor is to provide a Field Superintendent to be present at the job while work is performed on site for the project.

1.04 SURVEYS, LAYOUTS, AND MONUMENTS

- A. The General Contractor shall provide, layout, and maintain all reference points and additional benchmarks necessary to accomplish all the Work. This layout shall be for the use of all trades. Contractor shall then lay out their own Work and be responsible for any damage to

their Work or that of others occasioned by errors or failure to check properly and verify all measurements.

1.05 WORK SEQUENCE

A. Construction Period:

1. Contract Time commences at date the General Contractor receives Notice to Proceed from Owner and extends through Substantial Completion. The Warranty Period commences on the date of Substantial Completion and extends for one year, unless noted otherwise.

1.06 SCHEDULE

A. Construction Commences: June 20, 2021

B. Substantial Completion: August 18, 2021

C. Building Hours: 5:30am – 5:00pm

1. Contractor to coordinate in advance with Building Engineer.
2. School and program operations take precedence over construction.

D. Final Completion: Within (30) calendar days of Substantial Completion

1.07 CONTRACTOR USE OF PREMISES

A. General:

1. Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public. Coordinate all activities with the School's Principal and Building Engineer.

B. Tobacco Use Policy

1. The Minneapolis Public Schools' Board of Education is committed to promoting a healthy, comfortable, and productive environment for students and staff. The School Board is concerned about the health of students and employees and recognizes the importance of adult role modeling for students. The Board of Education further believes that education has a central role in establishing patterns of behavior related to good health.
2. Therefore, it is the policy of the Board of Education that effective August 1, 1989, use of tobacco products by staff, students, visitors, or contractors will be prohibited on school district property. "School District property" shall include, but not be limited to, buildings, grounds, and vehicles owned, leased, or contracted by the School District and school sponsored functions.

C. Restrictions:

1. The entire School District property is an alcohol-free, tobacco-free, drug-free, and weapon-free zone. No smoking will be allowed on the entire site by any person having anything to do with the Project. The Contractor(s) shall be responsible for posting signs and enforcement of this requirement. All Contractor(s) shall enforce good order among its personnel and subcontractors with regard to Minnesota Statutes Sections 152.021 - 152.023 and 609.66 (1992). Refer to appendix following this Section.

D. Use of the Site:

1. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction. Assume full responsibility for protection and safekeeping of products stored on premises.
2. Keep existing driveways and entrances serving the premises clear and available to the Owner and its employees at all times. Do not use these areas for parking or storage of materials.
3. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site. If additional storage is required, contact the Owner for off-site storage requirements.
4. [Modify the following paragraph according to whether the project includes modification/addition to an existing building or whether the project is all new construction.]

E. Use of the Existing Building:

1. Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
2. Contractor is responsible for all building security at the end of the work day. Coordinate security with the Head Building Engineer or the Assistant Building Engineer to verify that security of the building is acceptable at the end of each work day.

1.08 OWNER OCCUPANCY

A. Full Owner Occupancy:

1. The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

1.09 WORK BY OWNER

A. Note to Contractor: Any work that the Owner's own personnel may do on the Project will be clearly and fully described in the documents. Be aware that all work generally considered part of the work by Owner may be required as part of this Contract.

B. Owner's Representative:

1. Jessica Pavelka, MPS Construction Coordinator, will be the Owner's representative once construction starts. All communications with the Owner will be through the MPS Construction Coordinator.
2. All communications with the Owner's shops acting as subcontractors will be through the MPS Construction Coordinator.
3. The MPS Construction Coordinator will attend all progress meetings and shall see all Shop Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 11 00

June 2020						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June 15-July 23 - Summer school

July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 15-July 23 - Summer school
July 4 - Independence Day

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug. 20-21 - New Teacher Orientation
Aug. 24 - Teacher Flex Day
Aug. 25-31 - Teacher Prep/PD Day*

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Sept. 1-4 - Teacher Prep/PD Day*
Sept. 7 - Labor Day
Sept. 8 - First Day of School (1-12)
(Late start for grades 10-12)**
Sept. 10 - First Day of School (PreK-K)

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Oct. 14 - Parent Teacher Conferences
Oct. 16 - Conference Conversion Day (Flex)
Oct. 21 - State Conference Day

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Nov. 5 - First Quarter Ends
Nov. 6 - Teacher Record Keeping Day
Nov. 9 - Second Quarter Begins
Nov. 25 - Teachers Do Not Report
Nov. 26-27 - Thanksgiving Holiday

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Dec. 21-Jan. 1 - Winter Recess

Dec. 21-Jan. 1 - Winter Recess
Jan. 18 - Martin Luther King Jr. Day
Jan. 28 - Second Quarter Ends
Jan. 29 - Teacher Record Keeping Day

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Feb. 1 - Third Quarter Begins
Feb. 15 - Presidents Day
Feb. 16 - Parent Teacher Conferences

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Apr. 1 - Third Quarter Ends
Apr. 2 - Teacher Record Keeping Day
Apr. 5-Apr. 9 - Spring Break
Apr. 12 - Fourth Quarter Begins

April 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 31 - Memorial Day

May 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 10 - Graduation***
June 11 - Last Day for Pre-K-12
June 14-15 - Possible Make up days
June 16 - Teacher Record Keeping Day
June 21-July 29 - Summer school

June 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 21-July 29 - Summer school (Fridays off)
July 4 - Independence Day

July 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

■ = Students not in School | ■ = Summer school | ■ = Weekends

* Teacher attendance at district professional development (PD) will be differentiated based on content, grade level and school.

Late start for grades 10-12 at allow for freshman orientation. | *Official Graduation Date. Ceremony dates vary by high school.

Student instructional days: 171 • By Semester: First=85 days, Second=86 days • By Quarter: First=40 days, Second=45 days, Third=42 days, Fourth=44 days

Building Name	Senior Custodian	Phone 612- 66...	Pager # 612	Email address
<i>Andersen</i>	<i>Fred Bennett</i>	84214	539-0350	Fred.BennettJr@mpls.k12.mn.us
<i>Anthony</i>	<i>Mike Olson</i>	83257	539-0329	Mike.Olson@mpls.k12.mn.us
<i>Anwatin</i>	<i>Selena Engstran</i>	82475	539-0325	Selena.Engstran@mpls.k12.mn.us
<i>Armatage</i>	<i>Keith Johnson</i>	83192	539-0351	Keith.johnson@mpls.k12.mn.us
<i>Bancroft</i>	<i>Haydee Segovia</i>	83570	539-0353	Haydee.Segovia-Pope@mpls.k12.mn.us
<i>Barton</i>	<i>Luis Perez</i>	83583	539-0375	Luis.Perez@mpls.k12.mn.us
<i>Bethune</i>	<i>Skippy Nguyen</i>	82564	539-0323	Skippy.Nguyen@mpls.k12.mn.us
<i>Adult Ed & T+</i>	<i>Pete Opatz</i>	83822	539-0379	Peter.Opatz@mpls.k12.mn.us
<i>Bryn Mawr</i>	<i>Paul Stresnak</i>	82521	539-0374	Paul.Stresnak@mpls.k12.mn.us
<i>Burroughs</i>	<i>Kathy Mercier</i>	83283	539-0378	Kathy.Mercier@mpls.k12.mn.us
<i>Cityview</i>	<i>Scott Hoffstrom</i>	82272	527-2629	Scott.Hoffstrom@mpls.k12.mn.us
<i>Davis Center</i>	<i>Brian McDonald (DT)</i>	85260	539-1984	Brian.McDonald@mpls.k12.mn.us
<i>Dowling</i>	<i>Roger Bratsch</i>	84425	539-0357	Roger.Bratsch@mpls.k12.mn.us
<i>Edison</i>	<i>Terrance Noble</i>	81323	539-0330	Terrance.Noble@mpls.k12.mn.us
<i>Emerson</i>	<i>Denise Harrer</i>	83612	539-0386	Denise.Harrer@mpls.k12.mn.us
<i>Fair</i>	<i>Terry Hackett</i>	81080	539-5949	Terry.Hackett@mpls.k12.mn.us
<i>Field</i>	<i>Richard St Clair</i>	83641	539-0359	Richard.StClair@mpls.k12.mn.us
<i>Folwell</i>	<i>Brian Coyoc</i>	84608	539-5999	Brian.Coyoc@mpls.k12.mn.us
<i>Franklin</i>	<i>Tremont Bryant</i>	82629	539-9069	Tremont.Bryant@mpls.k12.mn.us
<i>Hale</i>	<i>Aaron Worcester</i>	83766	539-0376	Aaron.Worcester@mpls.k12.mn.us
<i>Hall</i>	<i>Phillip Alexander</i>	82656	539-0338	Phillip.Alexander@mpls.k12.mn.us
<i>Harrison</i>	<i>Gary Gabrelcik</i>	82688	539-0322	Gary.Gabrelcik@mpls.k12.mn.us
<i>Henry</i>	<i>Terry Sumrall</i>	81946	539-0336	Terry.Sumrall@mpls.k12.mn.us
<i>Hiawatha</i>	<i>Tom Davidson</i>	84616	539-0362	Thomas.Davidson@mpls.k12.mn.us
<i>Howe</i>	<i>Jeff Deane</i>	84667	539-1372	Jeff.Deane@mpls.k12.mn.us
<i>Jefferson</i>	<i>Jay Engstran</i>	82753	539-0382	Jay.Engstran@mpls.k12.mn.us
<i>Jenny Lind</i>	<i>Ron Lee</i>	82040	539-0385	Ron.Lee@mpls.k12.mn.us
<i>Jordan Pk - HIA</i>	<i>Charles Young</i>	82255	530-3848	Charles.Young@mpls.k12.mn.us
<i>Keewaydin</i>	<i>Craig Balding</i>	84672	539-0364	Craig.Balding@mpls.k12.mn.us
<i>Kenny</i>	<i>Chris Schlee</i>	83352	539-0377	Christopher.Schlee@mpls.k12.mn.us
<i>Kenwood</i>	<i>Penny Kokkila</i>	82769	539-0380	Penny.Kokkila@mpls.k12.mn.us
<i>Lake Harriet Lower</i>	<i>Sidney Coleman</i>	83224	539-0352	Sidney.Coleman@mpls.k12.mn.us
<i>Lake Harriet Upper</i>	<i>Sue Dahl</i>	83311	539-0361	Susan.Dahl@mpls.k12.mn.us
<i>Longfellow</i>	<i>Joseph Lookingelk</i>	84796	539-0365	Joseph.Lookingelk@mpls.k12.mn.us
<i>Loring</i>	<i>Ann Reynolds</i>	82075	539-0340	Ann.Reynolds@mpls.k12.mn.us
<i>Lucy Laney</i>	<i>Lavonne Hoffstrom</i>	82216	539-5543	Lavonne.Hoffstrom@mpls.k12.mn.us

DT= Detailed

Building Name	Senior Custodian	Phone 612-66...	Pager # 612	Email address
<i>Lyndale</i>	<i>Daniel Whitney</i>	84018	539-0384	Daniel.Whitney@mpls.k12.mn.us
<i>Marcy</i>	<i>John Kollodge</i>	81031	539-0327	John.Kollodge@mpls.k12.mn.us
<i>Nellie Stone Johnson</i>	<i>Terry Wells</i>	82995	538-9694	Terry.Wells@mpls.k12.mn.us
<i>North</i>	<i>Kristin Robinson</i>	81733	539-0389	Kristin.Robinson@mpls.k12.mn.us
<i>North Star</i>	<i>Kuma Nagayo</i>	82136	539-0390	Kuma.Nagayo@mpls.k12.mn.us
<i>Northeast</i>	<i>Tom Zaworski</i>	81518	539-0332	Thomas.Zaworski@mpls.k12.mn.us
<i>Northrup/Ericcson</i>	<i>Craig Cook</i>	84526	539-0358	Craig.Cook@mpls.k12.mn.us
<i>Nutrition Center</i>	<i>Darell Scott</i>	82850	539-0321	Darell.Scott@mpls.k12.mn.us
<i>Olson</i>	<i>Bernie McEachern</i>	81658	539-0341	Bernadette.McEachern@mpls.k12.mn.us
<i>Pillsbury</i>	<i>Nichol Shelton</i>	81543	539-0394	Nichol.Shelton@mpls.k12.mn.us
<i>Pratt</i>	<i>James Mercier</i>	81102	539-0367	James.Mercier@mpls.k12.mn.us
<i>R Green Central</i>	<i>Jay Jameson</i>	83742	539-0355	Jay.Jameson@mpls.k12.mn.us
<i>Ramsey/Justice Page</i>	<i>Peter Snyder</i>	84056	539-0348	Peter.Snyder@mpls.k12.mn.us
<i>Roosevelt</i>	<i>Ernie Gonzales</i>	84819	539-0344	Ernest.Gonzales@mpls.k12.mn.us
<i>Sanford</i>	<i>Deborah Williams</i>	84911	539-0349	Deb.Williams@mpls.k12.mn.us
<i>Seward</i>	<i>Rich Schmitt</i>	84962	539-0368	Richard.Schmitt@mpls.k12.mn.us
<i>Sheridan</i>	<i>Tim Fleming</i>	81147	539-0326	Timothy.Fleming@mpls.k12.mn.us
<i>South</i>	<i>Tony Davidson</i>	84334	539-0345	Anthony.Davidson@mpls.k12.mn.us
<i>Southwest</i>	<i>Barry Edelstein</i>	83068	539-0346	Barry.Edelstein@mpls.k12.mn.us
<i>Sullivan</i>	<i>Paul SanRoman</i>	85026	539-0369	Paul.SanRoman@mpls.k12.mn.us
<i>Tuttle</i>	<i>Marvin Olson</i>	81575	290-9074	Marvin.Olson@mpls.k12.mn.us
<i>Transportation</i>	<i>David Eskew</i>	82395	539-0320	Dave.Eskew@mpls.k12.mn.us
<i>WH Davis</i>	<i>Will Aanonson</i>	82882	539-0387	Will.Aanonson@mpls.k12.mn.us
<i>Waite Park</i>	<i>Charles Potts</i>	81606	539-0331	Charles.Potts@mpls.k12.mn.us
<i>Washburn</i>	<i>Dennis Neumeier (DT)</i>	83419	539-0347	Dennis.Neumeier@mpls.k12.mn.us
<i>Webster</i>	<i>Sharon Petersen</i>	81224	539-0594	Sharon.Petersen@mpls.k12.mn.us
<i>Wenonah</i>	<i>Chuck Jacobson</i>	85048	539-0371	Chuck.Jacobson@mpls.k12.mn.us
<i>Whittier</i>	<i>Jim Likely</i>	84185	613-6099	James.Likely@mpls.k12.mn.us
<i>Wilder</i>	<i>Darryl Johnson</i>	84144	539-0372	Darryl.Johnson@mpls.k12.mn.us
<i>Windom</i>	<i>Shelley Schultz</i>	83377	539-0388	Shelley.Schultz@mpls.k12.mn.us
<i>800 W Broadway</i>	<i>Johnny Hyatt</i>	81451		Johnny.Hyatt@mpls.k12.mn.us
<i>PM&O Facility</i>	<i>Carole Wood</i>	80339	539-0335	Carole.Wood@mpls.k12.mn.us



4025

Drug-Free and Weapons-Free Schools and Workplace

Policy 4025

Original Adoption: 01/08/1991

Effective Date: 05/28/2008

Revision Dates: 03/23/1993, 09/18/2001, 05/27/2008

I. PURPOSE

The purpose of this policy is to establish the commitment of the Minneapolis Public Schools to providing learning and work environments for employees that are alcohol, drug and weapons free.

II. GENERAL STATEMENT OF POLICY

A. The Minneapolis Public Schools Board of Education is committed to alcohol free, drug free and weapons free learning environments and workplace. The Board has established this policy to address alcohol abuse, illegal drug use and violence including weapons possession in our schools and workplace.

B. The District will act to enforce this policy and to discipline or take appropriate action against any employee or other personnel of the District or member of the public who violates this policy.

III. PROHIBITED ACTIONS

A. *Alcohol and Drugs:*

- a. The unlawful manufacture, distribution, dispensation, possession or use of alcohol, controlled substance or non-medical use of over the counter medications or non-controlled prescription medication is strictly prohibited anywhere on the District's premises and in any vehicle owned or operated by the District, unless the possession or use of the controlled substance or medication is according to a prescription from the person's licensed health care provider. In the case of over the counter medications, possession is allowed when the medication is being used for medical purposes for the owner in according to the directions on the product label.
- b. Possession on District premises, including vehicles owned or operated by or for the District, of paraphernalia associated with controlled substances is prohibited unless the possession is due to a prescription from the person's licensed health care provider.



- c. The possession or consumption of alcohol or a controlled substance by an employee, volunteer or contracted service provider is strictly prohibited during that individual's work day or during any situation where the individual is responsible for the supervision or transportation of students.

B. Weapons:

It shall be a violation of this policy for any staff member, volunteer or member of the public to possess a firearm or a dangerous weapon as described in Minnesota Statutes Section 609.02 when in the school building, on school property, including buses, or off-campus at any school-related activity.

IV. EXCEPTIONS

- A. The carrying of a weapon by a staff member, student, volunteer or any member of the public, pursuant to a Minnesota State Permit or permit of any state is not an exception to this policy.
- B. It is not a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is for the purpose of curriculum based experiments in science laboratories.
- C. It is not a violation of this policy for an employee or contractor to possess a weapon in a school location for the sole purpose of staff training regarding weapons, provided that the weapon is secured in a locked container when not being used in class demonstration.
- D. It is not a violation of this policy for employees and other personnel of the District who have a prescription from a licensed health care provider for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe.
 - 1. Employees and other personnel of the District may be required to produce a copy of the prescription.
 - 2. Employees must inform her or his supervisor of their use or possession of a controlled substance and associated necessary paraphernalia subject to a prescription from a licensed health care provider.
- E. A student who finds a weapon on the way to school, or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall



not be considered to possess a weapon. In the event that the student believes that it would be impracticable or dangerous to take the weapon to the principal's office, the student shall not be considered to possess a weapon if:

1. he or she immediately turns the weapon over to:
 - a. an administrator, or
 - b. a teacher, or
 - c. other school staff, or
 - d. a head coach; or
 2. he or she immediately notifies any of the persons identified in IV. E.1. a-d of the weapon's location.
- F. It is not a violation of this policy for an active licensed peace officer to be in possession of a weapon at any school location.
- G. It is not a violation of this policy for military personnel who are on duty performing official duties to be in possession of a weapon at any school location.
- H. It is not a violation of this policy for any non-student authorized to carry a pistol under the Minnesota Laws related to weapon carry permits (Minn. Stat. § 624.714) while in a motor vehicle or outside a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.
1. Employees and other personnel of the District who have carry permits
 - a. may only possess firearms within their locked vehicles, and not on their persons.
 - b. may only possess firearms that are equipped with trigger locks;
 - c. must secure firearms in a locked container or a locked compartment of their vehicle.
- I. It is not a violation of this policy for any person to possess a dangerous weapon, or replica firearm while serving as a ceremonial color guard.
- J. It is not a violation of this policy to possess, use or distribute appropriate equipment and tools required by a student's course of study, when such equipment and tools are properly possessed, used and stored. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.



V. RESPONSIBILITY

- A. It is the responsibility of every employee and other personnel of the District to comply with this policy.
- B. Each employee or contractor shall be provided with written notice of this Drug and Weapon Free Workplace policy and shall be required to acknowledge that she or he has received the policy.
- C. Any employee or contractor who is engaged either directly or indirectly in performance of a federal grant shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places above on which work on a school district federal grant is performed no later than five (5) calendar days after such conviction. This notice is a condition of their continued employment in that federal grant.
- D. Employees and contractors are subject to the District's drug and alcohol testing policies and procedures.

VI. DISTRICT ACTION

- A. Violation of this policy shall result in discipline of the offending employee or other personnel of the district in keeping with the terms of applicable collective bargaining agreements and contracts up to and including discharge, termination and cancellation of contract for services. In the case of a violation of the weapons prohibition, the violation shall also be reported to local law enforcement.
- B. An employee who violates the terms of this policy may be required by the District to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the District. Any employee who fails to satisfactorily participate in and complete such a required program is subject to nonrenewal, suspension or termination as deemed appropriate by the school board.
- C. A member of the public who violates the policy with regard to alcohol or drugs shall be informed of the policy and asked to leave.
- D. A member of the public who violates the policy with regard to possession of a weapon



1. shall be asked to leave the premises,
 2. the situation shall be reported to the school police liaison officer or other law enforcement department,
 3. may be barred from future entry to school locations,
 4. may be escorted from the school location by law enforcement officers, and
 5. if a student in another school district, may have their school authorities contacted regarding the policy violation.
- E. Any student who brings, possesses, uses or distributes a weapon to school shall be subject to the following minimum consequences:
1. immediate suspension out of school;
 2. confiscation of the weapon or device used as a weapon;
 3. immediate notification of police;
 4. notification of parent or guardian; and
 5. recommendation to the superintendent for a dismissal of the student from school for at least one year.
- F. Any student who brings a firearm, as defined by federal law, will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.
- G. The school board authorizes the Superintendent to exercise administrative discretion in determining whether or not, under all the circumstances of the case, the possession, use or distribution of a weapon by a student warrants a course of action other than the minimum consequences specified above. In the event that the Superintendent considers that lesser discipline is warranted in a specific case, under all the circumstances, he or she shall make that recommendation to the school board, including what other appropriate action is recommended to be taken.

Legal References:

- Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40 – 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat § 609.66 (Dangerous Weapons)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)



- 18 U.S.C. § 921 (Definition of firearm)
- 20 U.S.C. §§ 7101 – 7165 (Safe and Drug-Free Schools and Communities Act)
- 21 U.S.C. § 812 (Schedules of Controlled Substances)
- 41 U.S.C. §§ 701-707 (Drug-Free Workplace Act)
- 21 C.F.R. §§ 1308.11 – 1308.15 (Controlled Substances)
- 34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References:

- MPS Policy 5200 (Citywide Disciplinary Policy)
- MPS Policy 5621 (Use of Peace Officers and Crisis Management Teams to Remove Students from School Property)
- MPS Policy 5631 (Drug-free Schools, Chemical Health, Use and Abuse)
- MPS Policy 5680 (Search of Students/ Lockers/ Desks/ Motor Vehicles)
- MPS Policy 6680 (Safety, Security and Emergency Management)
- MPS Policy 6692 (Student Medication)

See also:

- MPS Regulations 4025 A (Procedures: Drug-Free and Weapons-Free Schools and Workplace)
- MPS Regulation 4025 B (Definitions: Drug-Free and Weapons-Free Schools and Workplace)

SECTION 01 23 00
ALTERNATES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition:
 - 1. An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- C. Coordination:
 - 1. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
- D. Notification:
 - 1. Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. Schedule:
 - 1. A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
- F. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SCHEDULE OF ALTERNATES

- A. Provide Mechanical Unit Acoustic Remediation System
 - 1. **Alternate #1:** Add the Acoustical Remediation System to the inside of the Roof Top Enclosure Structural Framing. Base bid shows application of the Acoustic Remediation to the outside of the Roof Top Structural Framing.

END OF SECTION 01 23 00

SECTION 01 26 00
CONTRACT MODIFICATIONS

PART 1 PART - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Section 01 21 00 Allowances for procedural requirements governing the handling and processing of allowances.
 - 2. Section 01 22 00 Unit Prices for administrative requirements governing use of unit prices.
 - 3. Section 01 33 00 Submittals for requirements for the Contractor's Construction Schedule.
 - 4. Section 01 29 00 Payment Procedures for administrative procedures governing applications for payment.
 - 5. Section 01 62 00 Product Options and Substitutions for administrative procedures for handling requests for substitutions made after award of the Contract.

1.03 MINOR CHANGES IN THE WORK

- A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G710, Architect's Supplemental Instructions.

1.04 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Proposal requests issued by the Architect are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change.
 - 2. Unless otherwise indicated in the proposal request, submit to the Architect for the Owner's review a detailed estimate of cost necessary to execute the proposed change.
 - 3. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities. Break down cost by material, labor, overhead and profit.
 - 4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 5. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time. Break down cost by material, labor, overhead and profit.
 - 2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Comply with requirements in Section "Product Options and Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

1.05 ALLOWANCES

- A. Allowance Adjustment: Base each Change Order Proposal Request for an allowance cost adjustment solely on the difference between the actual purchase amount and the Allowance, multiplied by the final measurement of work-in-place, with reasonable Allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 1. Include installation costs in the purchase amount only where indicated as part of the Allowance.
 2. When requested, prepare explanations and documentation to substantiate the margins claimed.
 3. Submit substantiation of a change in scope of work claimed in the Change Orders related to Unit-Cost Allowances.
 4. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
 5. Submit claims for increased costs because of a change in scope or nature of the Allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit, within twenty (20) days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Claims submitted later than twenty (20) days will be rejected.

1.06 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may prepare a Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum and/or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. Send weekly Progress Reports to the Architect.
 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.07 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will prepare a Change Order for signatures of the Owner and Contractor on appropriate AIA Form, as provided in the Conditions of the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 26 00

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.
- C. The Contractor's Construction Schedule and Submittal Schedule are included in Section 01 33 00 Submittals.
- D. Stored Material:
 - 1. On-Site: Invoice required for all on-site material.
 - 2. Off-Site: Contractor shall get prior approval from Owner before storing material off-site.
 - 3. Contractor shall pay for all expenses incurred by Owner to verify stored material off-site.
 - 4. Allow fifteen (15) days for response from Owner on verification of material stored off-site.
 - 5. All material stored off-site must have a Certificate of Insurance and be stored in a bonded warehouse.

1.03 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. Contractor's construction schedule.
 - 2. Application for Payment form.
 - 3. List of subcontractors.
 - 4. Schedule of Allowances.
 - 5. Schedule of Alternates.
 - 6. List of products.
 - 7. List of principal suppliers and fabricators.
 - 8. Schedule of submittals.
- C. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- D. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Contractor to include a separate line item for each category of Labor and Material. This also includes subcontractors. Number SOV according to Specification Section Numbers in Project Manual.
- E. Identification: Include the following Project identification on the Schedule of Values:
 - 1. Project name and location.
 - 2. Name of the Architect.
 - 3. Project number.
 - 4. Contractor's name and address.
 - 5. Date of submittal.
- F. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - 1. Generic name.

2. Related Specification Section.
 3. Name of subcontractor.
 4. Name of manufacturer or fabricator.
 5. Name of supplier.
 6. Change Orders (numbers) that have affected value.
 7. Dollar value.
 8. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- G. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- H. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- I. Regardless of the status of progress work performed under a Change Order, billing cannot commence until approval to proceed has been given.
- J. Unit-Cost Allowances: Show line item value of Unit-Cost Allowances as a product of unit cost times measured quantity as estimated from the best indication in the Contract Documents.
- K. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
- L. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
- M. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.04 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
- B. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- C. Payment Application Forms: Use the current edition of AIA Document G702 and Continuation Sheets G703 as the form for Application for Payment.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. The "Period To:" date entered on the AIA G702 and all G703 pages, for each and every Application For Payment, shall be the last day of the month for any month for which an application is submitted. For example, June 30, July 31, February 28 or February 29 of a leap year. This shall be the case regardless of the actual date that work on the project commences or ends. The application shall be submitted for processing following the "Period To:" date of the application. Incomplete or incorrect applications will be returned without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 2. Include amounts of approved Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit three (3) executed copies (one (1) for Owner, one (1) for Architect, one (1) returned marked up to Contractor), with original signatures, of each Application for Payment to the Architect by means ensuring receipt within twenty-four (24) hours; one copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the previous payment.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
- G. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
- H. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
- I. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- J. Submit With all Applications for Payment:
1. Updated CPM Schedule.
 2. Comply with State of Minnesota requirement regarding Certified Payroll Reports. It provides that a contract that is subject to the prevailing wage law must provide that the contracting agency shall demand, and the contractor and subcontractor shall furnish to the contracting agency, copies of any and all payrolls not more than fourteen (14) days after the end of each pay period. Those payrolls must contain all the data required by the law. The contracting authority can examine all records relating to wages paid laborers of mechanics on work to which the prevailing wage law applies. Submit Certified Payroll Reports in electronic editable format. The Contractor and Consultant are to confirm the Owner's Microsoft Excel Version requirements for the submittal with Owner no later than the pre-construction meeting. The Consultant must confirm and report compliance with these submittal requirements prior to approval of each Application for Payment. (See SECTION 00 73 46, WAGE DETERMINATION SCHEDULE, CHAPTER 135 - OMNIBUS JOBS, ECONOMIC DEVELOPMENT AND HOUSING for additional information).
 3. No rounding of dollar amounts will be allowed. Use correct dollars and cents.
 4. Lien waivers submitted for previous month.
 5. Current "As-Built Drawings" will be reviewed by Architect at site prior to approval of each Application for Payment.
- K. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Schedule of Unit Prices.
 7. Submittal Schedule (preliminary if not final).
 8. Copies of building and trade permits.
 9. Copies of authorizations and licenses from governing authorities for performance of the Work.
 10. Certificates of insurance and insurance policies.
- L. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- M. Administrative actions and submittals that shall proceed or coincide with this application include:
1. Punch List from Contractor.
 2. Occupancy permits and similar approvals.
 3. Warranties (guarantees) and maintenance agreements.
 4. Maintenance instructions.
 5. Meter readings.
 6. Start-up performance reports.
 7. Application for reduction of retainage, and consent of surety.
 8. Advice on shifting insurance coverages.
 9. List of incomplete Work and estimated value, recognized as exceptions to Architect's Certificate of Substantial Completion.
- N. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Listing of items incomplete and reasons they are not complete and their estimated value.
 5. Assurance that Work not complete and accepted will be completed without undue delay.
 6. Transmittal of required Project construction records to Owner.
 7. Proof that taxes, fees and similar obligations have been paid.
 8. Removal of temporary facilities and services.
 9. Removal of surplus materials, rubbish and similar elements.
 10. Change of door locks to Owner's access.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 29 00



Vendor Registration Form

Please complete the following questionnaire:

Vendor Name: _____

Vendor Phone Number: _____

Vendor Fax Number: _____

Vendor Email Address: _____

- Please provide a brief description of the types of goods and/or services you offer:

-
- Has your business ever been contracted to provide services or goods to Minneapolis Public Schools?

Yes No

If yes, please describe the specific services or goods provided and during what period of time?

-
- Is your business qualified to do business under a Minnesota State Contract or Cooperative Agreement?

Yes No

If yes, please identify what State or Cooperative Contract you belong to:

Check the box below which pertains to your enterprise certifications (you may select more than one). If you qualify for more than one, please indicate your desired primary category by indicating a number in priority order (Example: 1= primary, 2=secondary). **Please submit a copy of your certification with your W-9. If you are a member of a Chambers of Commerce or Construction Councils, we may also accept a “Letter of Good Standing” from your respective chamber or council in lieu of formal certification or an affidavit of your minority business ownership.**

- | | |
|--|--|
| <input type="checkbox"/> ___ Disadvantaged Business Enterprise | <input type="checkbox"/> ___ Minority Owned and Controlled (MBE) |
| <input type="checkbox"/> ___ GLBT | <input type="checkbox"/> ___ Service Disabled Veteran |
| <input type="checkbox"/> ___ Veteran Owned | <input type="checkbox"/> ___ Non Profit |
| <input type="checkbox"/> ___ Woman Owned and Controlled | <input type="checkbox"/> ___ None of the Above |

If you are a certified diverse business and would you like your company name to appear in the MPS Diverse Business Directory please register at our link: <http://diversebusiness.mpls.k12.mn.us/>

Internal use only: Vendor #

Please return this form to the line of business that reached out to you via email, fax, or mailing address.

Special School District #1
Attn: Purchasing Department
1250 West Broadway, Minneapolis, MN 55411



Vendor Information and Payment Form

Basic Contact Information:

Vendor Name: _____

Phone Number: Work _____ Cell _____ Fax _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address (To Receive PO's): _____

Electronic Payment (ACH, Direct Deposit) Information:

Bank Name: _____

Bank Routing Number: _____

Account Number: _____

Remittance Email Address (for invoice questions): _____

Remittance Address: _____

City: _____ State: _____ Zip: _____

Please include a voided check (attached with this form): Yes Included Not Included

If you wish to **NOT** participate in electronic/ACH payments, please indicate below:

I wish to opt out of electronic/ACH payments

Signature: _____ **Date:** _____

Please return to the Minneapolis Public School Department that reached out to you, or send to the address below:

Internal use only: Vendor #	
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Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

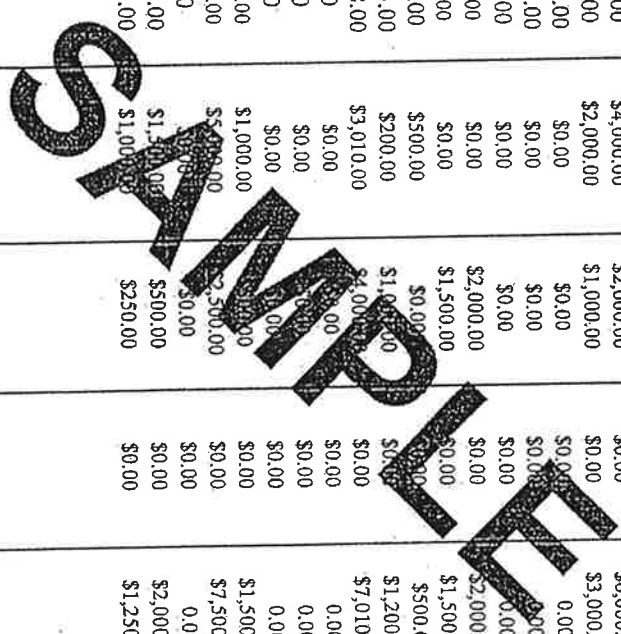
CONTINUATION SHEET

AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
 APPLICATION DATE: 6/14/09
 PERIOD TO: 5/30/09
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
SHERIDAN									
1	Bonds & Permits	\$16,717.00	\$0.00	\$0.00	\$0.00	0.00	0.0%	\$16,717.00	\$0.00
2	Mobilization	\$7,411.00	\$4,000.00	\$2,000.00	\$0.00	\$6,000.00	81.0%	\$1,411.00	\$300.00
3	General Conditions	\$4,223.00	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	71.0%	\$1,223.00	\$150.00
4	As Builts	\$21,049.00	\$0.00	\$0.00	\$0.00	0.00	0.0%	\$21,049.00	\$0.00
5	Punchlist	\$38,723.00	\$0.00	\$0.00	\$0.00	0.00	0.0%	\$38,723.00	\$0.00
6	Close-out	\$1,427.00	\$0.00	\$0.00	\$0.00	0.00	0.0%	\$1,427.00	\$0.00
7	Cutting and Patching	\$4,026.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	49.7%	\$2,026.00	\$100.00
8	Cutting and Patching	\$2,859.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	52.5%	\$1,359.00	\$75.00
9	Construction Cleaning	\$3,074.00	\$500.00	\$0.00	\$0.00	\$500.00	16.3%	\$2,574.00	\$25.00
10	Painting	\$14,453.00	\$200.00	\$1,000.00	\$0.00	\$1,200.00	8.3%	\$13,253.00	\$60.00
11	Painting	\$17,888.00	\$3,010.00	\$4,000.00	\$0.00	\$7,010.00	39.2%	\$10,878.00	\$350.50
12	Demolition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.0%	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.0%	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.0%	\$0.00	\$0.00
15	Mechanical	\$2,733.00	\$1,000.00	\$1,000.00	\$0.00	\$1,500.00	54.9%	\$1,233.00	\$75.00
16	Mechanical	\$8,984.00	\$5,000.00	\$3,500.00	\$0.00	\$7,500.00	83.5%	\$1,484.00	\$375.00
17		\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.0%	\$0.00	\$0.00
18	Electrical	\$4,732.00	\$1,500.00	\$500.00	\$0.00	\$2,000.00	42.3%	\$2,732.00	\$100.00
19	Electrical	\$2,211.00	\$1,000.00	\$250.00	\$0.00	\$1,250.00	56.5%	\$961.00	\$62.50
Page Totals		\$150,510.00	\$18,210.00	\$15,250.00	\$0.00	\$33,460.00	22.2%	\$117,050.00	\$1,673.00
SHERIDAN Totals		\$150,510.00	\$18,210.00	\$15,250.00	\$0.00	\$33,460.00		\$117,050.00	\$1,673.00
Cumulative Totals		\$150,510.00	\$18,210.00	\$15,250.00	\$0.00	\$33,460.00		\$117,050.00	\$1,673.00



SECTION 01 31 13
COORDINATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - B. Administrative and supervisory personnel.
 - C. General installation provisions.
 - D. Cleaning and protection.
 - E. Progress meetings, coordination meetings, and pre-installation conferences are included in Section 01 31 19 Project Meetings.
 - F. Requirements for the Contractor's Construction Schedule are included in Section 01 33 00 Submittals.

1.03 COORDINATION

- A. Coordination: Coordinate construction activities included under various sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 3. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- B. Prior Notification Policy for Contractors (19 Dec 02)
 - 1. The Owner has established a policy of prior notification of schools for punchlist and warranty work. The policy is that after the Certificate of Substantial Completion has been issued, and if you have had no employees on site for more than ten (10) working days, you must comply with the Owner's prior notification procedures.
 - 2. The prior notification policy is that for Work requiring less than twenty (24) hours of work, the Building Engineer shall be notified at least 48 hours prior to beginning work. For Work requiring more than twenty (20) hours of work, the Building Engineer shall be given two-week prior notification.
 - 3. Your company shall call the School's Engineer-in-Charge and notify them of when your personnel will be arriving, what work they will be doing, in what part of the school they will be working in, and how long the work will take. You are responsible to maintain documentation of the name of the person and date/time of your call.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project Close-out activities.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 31 13

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including but not limited to:
 - 1. Pre-Construction Meeting
 - 2. Pre-Installation Meetings
 - 3. Progress Meetings
- B. Construction schedules are specified in another Division 1 section.

1.03 PRE-CONSTRUCTION MEETING

- A. Time: The Pre-Construction Meeting shall be scheduled before work commences. No work shall proceed before the Pre-Construction Meeting.
- B. Location: The Meeting shall be held at the work site.
- C. Attendees: The Owner, Architect, the Contractor and its superintendent and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work. The school's Principal or the Principal's designated representative will attend.
- D. Tentative Agenda: Discuss items of significance that could affect progress.

1.04 PRE-INSTALLATION MEETINGS

- A. When required in individual specifications Section(s), convene a pre-installation meeting at the work site prior to commencing work of the Section(s). The Architect shall notify the Owner and Contractor(s) of the scheduled meeting time and date.
- B. The Architect shall record meeting minutes and distribute copies of minutes to participants from the meeting.
- C. Location: Meetings shall be held at work site or as otherwise designated by Owner or Architect.
- D. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity directly affecting or affected by the work activities shall be represented at this meeting. The school's Principal or the Principal's designated representative will attend the meetings.
- E. Tentative Agenda: Prepare agenda, preside at meeting, record minutes, and distribute copies within seven (7) days after conclusion of meeting to participants, with copy to Architect, Owner's Representative and Owner. Include topics for discussion as appropriate to the current status of the Project.
- F. Conditions of Installation: Review conditions of installation, preparation and installation procedures, and coordination with related work. Include indoor air quality (IAQ) requirements as part of the agenda when products affect indoor air quality. Include any required MSDS sheets or VOC requirements.

1.05 PROGRESS MEETINGS

- A. The Architect shall conduct progress meetings at the Project site weekly, unless Owner agrees to more or less, or except when Contractor or Architect feels more frequent meetings are required. Notify the Owner and Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. The Architect shall record meeting minutes and distribute copies of minutes to participants in the meeting.

- C. Location: Meetings shall be held at work site.
- D. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress. The school's Principal or the Principal's designated representative will attend the meetings.
- E. Tentative Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
- F. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- G. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with each meeting.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 31 19

SECTION 01 32 13

SEQUENCE AND SCHEDULING OF THE WORK - BAR CHART

PART 1 - GENERAL

[VERIFY WITH OWNER IF THIS SECTION IS REQUIRED FOR THIS PARTICULAR PROJECT DEPENDING UPON IF IT IS A CAPITAL IMPROVEMENTS PROJECT OR A DEFERRED MAINTENANCE PROJECT.]

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. The Work shall be prosecuted at such rate as will insure meeting the specified Milestone Dates and dates for Substantial Completion and Final Completion.
- B. A Project Schedule will be prepared and periodically updated by the Contractor as described in this Section, after award of Contract.
- C. The Contractor will bid the work to complete "on-time", i.e. Contractual Substantial Completion Date. As such, the contractor needs to bid a schedule, work hours, and shift work to "get the work done". Successful bidders need to "bid" weekend work, 6-day weeks, double shifts and subsequent premium time, split shifts, and combinations to complete the project.

1.03 PROGRESS SCHEDULE

- A. As a means for monitoring and controlling progress towards Milestones, Substantial Completion, and Final Completion, the Contractor shall prepare and periodically update a Project Schedule which integrates the Work of all contractors, which incorporates the Milestone Dates and Dates of Substantial and Final Completion included in the Contract Documents and which generally follows the logic, sequence and duration of activities shown in the Construction Schedule. The Project Schedule will be prepared in accordance with the procedures described below.
- B. After award of Contract, the Architect shall hold a Pre-Construction Meeting with the Contractor to review their Milestone Dates and Dates for Substantial and Final Completion, the Construction Schedule and the requirements of their Schedule Submission to the Owner's Representative. At the sole discretion of the Owner's Representative, the requirements of such Schedule Submission will include, but may not be limited to the following:
- C. The Contractor shall submit for the Owner's Representative's approval a detailed bar chart of all activities required to complete the Work, incorporating the date of Commencement of the Work, all Milestone Dates and the Dates of Substantial and Final Completion, and generally consistent with the Construction Schedule. The bar chart shall clearly indicate the start and end dates of each activity and interrelationships with the work of others.
or
- D. If directed by the Owner's Representative the Contractor shall review a list of proposed activities developed by the Owner's Representative for completeness, adding any activities which are missing; and shall provide the duration for all activities which must be generally consistent with the Construction Schedule and shall indicate interrelationships with the work of others.
- E. The Contractor shall provide documentation supporting their estimates of activity duration, including assumed crew sizes, composition and production rates.
- F. Where requested by the Owner's Representative, the Contractor shall submit graphic diagrams indicating the proposed sequence and/or direction of the Work.

1.04 SUBMITTAL OF PROCUREMENT AND DELIVERY SCHEDULE

- A. The Contractor shall provide a Submittal Register identifying all required Submittals. Provide the name of the vendor in each instance, the date, the materials and/or equipment covered by

the Submittal, and the date the items are required on-site, the time required for fabrication and delivery. Also, include the date for submission of each submittal required by the Contract.

- B. Within fourteen (14) days after the Pre-Construction Meeting, the Contractor shall prepare and provide a Schedule for the Owner's Representative's approval in accordance with the requirements established at that meeting.
- C. The Owner's Representative shall review the Contractor's Schedule of Submissions and may, at its sole discretion, request a resubmission, clarifications or additional supporting documentation. The Contractor shall comply with such request.
- D. The Owner's Representative will review progress in relation to the Project Schedule periodically at the Job Progress Meeting, additional requirements for which are outlined in Section 01 31 19, Project Meetings. Each Contractor shall be fully prepared to review and discuss progress-to-date, intended work activities and manpower requirements for the next two (2) weeks, coordination requirements with other trade contractors and the Owner and days remaining on each of its activities on the Project Schedule. Each Contractor shall submit to the Owner's Representative, prior to each Job Progress Meeting, a Short Interval Schedule covering its activities for the next two (2) weeks. See attached Short Interval Schedule (SIS) Form.
- E. Each Contractor shall assume overhead costs for the project until the project's Final Completion date.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

SECTION 01 33 00
SUBMITTALS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Submittal Procedures.
 - 2. Contractor's Construction Schedule.
 - 3. Shop Drawing Submittal Schedule.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Architects Action.
 - 8. Permits, Licenses, and Certificates.
- B. Administrative Submittals: Refer to other Division 1 sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Performance and Payment Bonds.
 - 4. Insurance certificates.
 - 5. List of Subcontractors.
 - 6. List of dates for selection and purchase of Allowance items.
 - 7. Tool Box Safety Meeting Minutes.
- C. The Schedule of Values submittal is included in Section 01 29 00 Payment Procedures.
- D. Inspection and test reports are included in Section 01 40 00 Quality Requirements.

1.03 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - 3. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
 - 1. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - 2. [A/E to verify with Owner if, on capital projects, this will be a sufficient amount of time because the Owner will be involved in the review].
 - 3. If an intermediate submittal is necessary, process the same as the initial submittal.
 - 4. Allow two weeks for reprocessing each submittal.
 - 5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing and reprocessing.

- C. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Provide a space approximately 4 inches by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 2. Submittals on which this information is omitted or incomplete will be returned without action.
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 - 1. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record any and all deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
 - 2. On submittals containing multiple items, the item to be supplied for the Project shall be indicated.

1.04 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
- B. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion. Indicate Final Completion.
- C. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
- D. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- E. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- F. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.05 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
- B. Coordinate submittal schedule with the list of subcontracts, schedule of values, and the list of products, as well as the Contractor's construction schedule.
- C. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
 - 1. Scheduled date for the first submittal.
 - 2. Related Project Manual Section number.
 - 3. Submittal category (Shop Drawings, Product Data, Samples).
 - 4. Name of subcontractor.

5. Description of the part of the Work covered.
 6. Scheduled date for re-submittal.
 7. Scheduled date the Architect's final release or approval.
- D. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- E. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.06 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. All Shop Drawings are to be reviewed, dated, and stamped by the General Contractor before being submitted to the Architect.
- C. Processing: Allow sufficient review time so that installation will not delay job progress or the work of other contractors as a result of the time required to process submittals, including time for resubmits.
1. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 2. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
 3. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - a. Dimensions.
 - b. Identification of products and materials included.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions which have been or are required to be established by field measurement.
- D. Number of Submittals Required: 3 copies of Shop Drawings. This quantity is to be reviewed by Owner. Copies of Shop Drawings submitted shall be opaque reproductions. If additional copies are required by Contractor, Contractor to produce them from sepia and submit the number of copies needed to coordinate the Work.
1. One of the prints returned shall be marked-up and maintained as a Record Document.
 2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.07 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as Shop Drawings.
- B. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- C. Number of Submittals Required: Submit 3 copies of Product Data. If additional copies are required by Contractor beyond 3, submit the number of copies needed to coordinate the Work.
- D. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - 1. Do not proceed with installation until a reviewed and executed, applicable copy of Product Data is in the installer's possession.
 - 2. Do not permit the use of unmarked copies of Product Data in connection with construction.

1.08 SAMPLES

- A. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
- B. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
- C. Preliminary Submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
- D. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 - 1. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - 2. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - 3. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- E. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
- F. Field Samples specified in individual sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
 - 1. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.09 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.

1.10 PERMITS, LICENSES, AND CERTIFICATES

- A. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payment, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 33 00

SECTION 01 35 13
SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 DESCRIPTION

- A. This Section specifies procedural requirements for work in areas where airborne contaminants must be strictly limited.
- B. Specified procedures shall be used for the following:
 - 1. Demolition and removal of gypsum board, plaster, floor tile, ceiling tile, ceramic tile, carpet, and finish materials with porous or rough surfaces.
 - 2. Demolition of plumbing systems and equipment.
 - 3. Demolition, removal, or remodeling of existing ductwork.
 - 4. Demolition, removal, or remodeling of light fixtures.
 - 5. Removal of casework or equipment.
 - 6. Finish operations generate contaminants, including sanding, painting, and application of special surface coatings.
 - 7. Other operations which generate contaminants.

1.03 DEFINITIONS

- A. The term "contaminant", as used in this Section, is defined as a material which may be dispersed through normal air movement, including dust, chalk, powders, aerosols, fumes, fibers, and other similar materials.

1.04 PROJECT CONDITIONS

- A. SCHOOL BUILDING ENGINEER-IN-CHARGE:
 - 1. The Owner will ensure a building is open and available for construction in accordance with the hours and days shown in the approved construction schedule, to include approved changes to the schedule. The Contractor is responsible for costs associated with having the building available outside the times set forth in the approved construction schedule.
- B. CONTRACTOR:
 - 1. The Contractor will bid the work to complete "on-time", i.e. Contractual Substantial Completion Date. As such, the Contractor must bid a schedule, work hours, and shift work to "get the work done". Successful bidders shall "bid" weekend work, 6-day weeks, double shifts, and subsequent premium time, split shifts, and combinations to complete the Project.
 - 2. Place internal combustion equipment where directed by Owner's Representative; obtain approval of Owner's Representative before operating.
 - 3. Obtain approval from the Owner's Representative before performing operations which generate contaminants which may be drawn into building air intakes. Before beginning excavation or exterior demolition, verify proper installation and operation of building air intake filters with Owner's Representative.
 - 4. Advise Owner's Representative of operations which might generate contaminants. Obtain approval of Owner's Representative before beginning such operations.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. Provide waste receptacles in work area for disposal of food and other waste.

- B. Advise the Owner's Representative of operations which might affect persons above, below, or in adjacent rooms by generation of contaminants or noise. Proceed only with approval of the Owner's Representative.
- C. Institute pest control procedures as directed by the Owner's Representative.

3.02 EXTERIOR WORK

- A. Seal outside of windows surrounding exterior work areas and protect air intakes (Univents and other equipment such as air conditioners) to prevent infiltration.
- B. Direct exhaust away from building and building air intakes.
- C. Do not transport debris from exterior work through interior of buildings unless written permission is given and appropriate precautions are taken.
- D. Asphalt Fume Elimination System Requirement During Re-Roofing: Section 07 51 13, Built-Up Asphalt Roofing, requires the use of Asphalt Fume Elimination System during re-roofing work. Set up and operate according to manufacturer's recommendations.

3.03 INTERIOR WORK (Not Used)

END OF SECTION 01 35 13



COPY

Facilities Department, 807 Northeast Broadway, Minneapolis, MN 55413 Ph: 612/668-0300 Fax: 612/668-0275

MEMORANDUM

TO: Facilities Management, District Monitoring Center, General Foreman (Electrical and Sprinkler Fitter Shop), Area Superintendents

FROM: Clyde Kane, Interim Director of Facilities *Clyde E. Kane*

DATE: January, 2001

SUBJECT: Procedures to be followed when maintenance work on fire alarm/fire suppression system requires that the system be deactivated for longer than the duration of the worker's normal shift.

It has been brought to the attention of the Facilities staff that there are periods of time when a fire alarm/fire suppression system has been deactivated for significant periods of time without the knowledge of the building management or key facilities management. In the event of a fire this action has increased the potential for significant loss of life/personal injury, property, and increased liability for the District. Any time a technician is completing maintenance, which deactivates the system, the building administrator must be notified. The notification procedures listed below must be implemented whenever maintenance cannot be completed during the normal work shift:

Fire Alarm/Fire Suppression Notification Procedure

1. Notify general foreman and seek approval for overtime if the work can be completed within a reasonable amount of time.
2. If work cannot be completed in a reasonable amount of time, notification must be provided by the responding technician to the building manager, head engineer, District Monitoring Center, Director of Facilities, Director of Risk Management, Area Superintendent and responding fire station. Notification must include an estimate of the length of time that the system will be inactive.
3. When the maintenance on the system is completed and the fire alarm/fire suppression system is reactivated, all parties listed above must be notified immediately by the responding technician.

COPY

SECTION 01 42 19
REFERENCE STANDARDS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Contract.
- B. Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.
- C. Directed: Terms such as directed, requested, authorized, selected, required, and permitted mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- E. Furnish: The term furnish means supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- F. Install: The term install describes operations at the Project site, including the actual unloading, proper storage, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- G. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- H. Installer: An Installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- I. Trades: Using terms such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 - 1. Project site is the space available to the Contractor for performing construction activities either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- J. Testing Agencies: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities

or quality levels, refer requirements that are different but apparently equal and other uncertainties to the Architect for a decision before proceeding.

- D. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- E. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
- F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in Contract Documents, are defined to mean the associated names. Names and addresses are subject to change and are believed, but not ensured, to be accurate and up to date as of the date of Contract Documents.
- G. Aluminum Association
 - 1. 900 19th Street Northwest, Suite 300, Washington, DC 20006, (202) 862-5100.
- H. Associated Air Balance Council
 - 1. 1518 K Street Northwest, Washington, DC 20005, (202) 737-0202.
- I. American Architectural Manufacturers Association
 - 1. 1540 East Dundee Road, Suite 310, Palatine, IL 60067, (708) 202-1350.
- J. American Concrete Institute
 - 1. P. O. Box 19150, Detroit, MI 48219, (313) 532-2600.
- K. American Council of Independent Laboratories
 - 1. 1629 K Street Northwest, Washington, DC 20006, (202) 887-5872.
- L. Air Diffusion Council
 - 1. One Illinois Center, Suite 200. 111 East Wacker Drive, Chicago, IL 60601-4298, (312) 616-0800.
- M. Asphalt Institute
 - 1. Research Park Drive, P. O. Box 14052, Lexington, KY 40512-4052, 606) 288-4960.
- N. American Institute of Architects
 - 1. 1735 New York Avenue Northwest, Washington, DC 20006, (202) 626-7300.
- O. American Institute of Steel Construction
 - 1. One East Wacker Drive, Suite 3100, Chicago, IL 60601-2001, (312) 670-2400.
- P. American Iron and Steel Institute
 - 1. 1101 - 17th Street Northwest, Suite 1300, Washington, DC 20036-4700, (202) 463-6573.
- Q. Associated Laboratories, Inc.
 - 1. 500 South Vermont Street, Palatine, IL 60067, (708) 358-7400.
- R. American National Standards Institute
 - 1. 11 West 42nd Street, 13th Floor, New York, NY 10036, (212) 642-4900.
- S. American Plywood Association
 - 1. P. O. Box 11700, Tacoma, WA 98411, (206) 565-6600

- T. Adhesive and Sealant Council
 - 1. 1627 K Street Northwest, Suite 1000, Washington, DC 20006-1707, (202) 452-1500.
- U. ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers
 - 1. 1791 Tullie Circle Northeast, Atlanta, GA 30329, (404) 636-8400.
- V. American Society of Mechanical Engineers
 - 1. 345 East 47th Street, New York, NY 10017, (212) 705-7722
- W. American Society for Testing and Materials
 - 1. 1916 Race Street, Philadelphia, PA 19103-1187, (215) 977-9679.
- X. Architectural Woodwork Institute
 - 1. P. O. Box 1550, 13924 Braddock Road, Suite 100, Centreville, VA 22020, (703) 222-1100.
- Y. American Welding Society
 - 1. 550 LeJeune Road Northwest, P. O. Box 351040, Miami, FL 33135, (305) 443-9353.
- Z. Builders' Hardware Manufacturers Association
 - 1. 355 Lexington Avenue, 17th Floor, New York, NY 10017, (212) 661-4261.
- AA. Brick Institute of America
 - 1. 11490 Commerce Park Drive, Reston, VA 22091, (703) 620-0010.
- BB. Concrete Reinforcing Steel Institute
 - 1. 933 Plum Grove Road, Schaumburg, IL 60173, (708) 517-1200.
- CC. Ceramic Tile Institute of America
 - 1. 700 North Virgil Avenue, Los Angeles, CA 90029, (213) 660-1911.
- DD. Door and Hardware Institute
 - 1. 14170 New Brook Drive, Chantilly, VA 22022, (703) 222-2010.
- EE. Indiana Limestone Institute of America
 - 1. Stone City Bank Building, Suite 400, Bedford, IN 47421, (812) 275-4426.
- FF. National Electrical Code (from NFPA)
- GG. National Elevator Industry, Inc.
 - 1. 185 Bridge Plaza North, Fort Lee, NJ 07024, (201) 944-3211.
- HH. National Electrical Manufacturers Association
 - 1. 2101 L Street Northwest, Suite 300, Washington, DC 20037, (202) 457-8400.
- II. National Fire Protection Association
 - 1. One Batterymarch Park, P. O. Box 9101, Quincy, MA 02269-9101, (617) 770-3000, (800) 344-3555.
- JJ. National Woodwork Manufacturers Association (Now NWWDA) National Wood Window and Door Association
 - 1. 1400 East Touhy Avenue, #G54, Des Plaines, IL 60018, (708) 299-5200, (800) 223-2301.
- KK. Portland Cement Association
 - 1. 5420 Old Orchard Road, Skokie, IL 60077, (708) 966-6200.
- LL. Precast/Prestressed Concrete Institute
 - 1. 175 West Jackson Boulevard, Chicago, IL 60604, (312) 786-0300.
- MM. Resilient Floor Covering Institute
 - 1. 966 Hungerford Drive, Suite 12-B, Rockville, MD 20805, (301) 340-8580.
- NN. Steel Deck Institute

1. P. O. Box 9506, Canton, OH 44711, (216) 493-7886.

OO. Steel Door Institute

1. 30200 Detroit Road, Cleveland, OH 44145, (216) 889-0010.

PP. Safety Glazing Certification Council c/o ETL Testing Laboratories

1. Route 11, Industrial Park, Cortland, NY 13045, (607) 753-6711.

QQ. Sealed Insulating Glass Manufacturers Association

1. 401 North Michigan, Chicago, IL 60611, (312) 644-6610.

RR. SMACNA Sheet Metal and Air Conditioning Contractors National Association

1. 4201 Lafayette Center Drive, Chantilly, VA 22021, (703) 803-2980.

SS. Tile Council of America

1. P. O. Box 326, Princeton, NJ 08542, (609) 921-7050.

TT. Underwriters' Laboratories, Inc.

1. 333 Pfingsten Road, Northbrook, IL 60062, (708) 272-8800.

1.04 FEDERAL GOVERNMENT AGENCIES:

A. Names and titles of federal government standard or specification producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the contract documents indicate names of standard or specification producing agencies of the federal government. Names and addresses are subject to change, but are believed to be, but are not assured to be, accurate and up to date as of the date of the contract documents.

B. Environmental Protection Agency

1. 401 M Street Southwest, Washington, DC 20460, (202) 382-2090.

C. Federal Specification (from GSA)

D. Specifications Unit (WFSIS)

1. 7th and D Street Southwest, Washington, DC 20407, (202) 708-9205.

E. Occupational Safety and Health Administration (U.S. Department of Labor)

1. N3647, 200 Constitution Avenue Northwest, Washington, DC 20210, (202) 219-8148.

1.05 SUBMITTALS

A. Permits, Licenses, and Certificates: See Section 01 33 00 Submittals.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 42 19

SECTION 01 50 13
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, and security and protection.
- B. Temporary construction and support facilities required include, but are not limited to:
 - 1. Sanitary facilities, including drinking water.
 - 2. Temporary enclosures.
 - 3. Waste disposal services.
 - 4. Construction aids and miscellaneous services and facilities.
- C. The location of the above listed facilities are to be approved by the School. They are not to interfere with the daily operations of the school, such as buses, lunch delivery, garbage pick-up, regular deliveries, parents parking, etc.

1.03 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department, and Rescue Squad rules.
 - 5. Environmental protection regulations.
 - 6. Occupational Safety and Health Administration.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library, "Temporary Electrical Facilities".
 - 1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.

2.02 EQUIPMENT

- A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- C. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.

- D. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated re-circulation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Provide heat as required.
- E. First Aid Supplies: Comply with governing regulations.
- F. Fire Extinguishers: Provide provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the fire exposures in sufficient quantity to comply with applicable safety regulations.
 - 1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

3.02 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities to maintain easy access as determined by Owner.
- B. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion may be permitted to use permanent facilities, under conditions acceptable to the Owner.
- C. Toilets: Install self-contained, totally enclosed toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- D. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper cup and covered disposal container supply.
- E. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- F. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere on a continuous or daily basis. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 degrees F (27 degrees C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

3.03 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires. Post signs to prohibit all smoking in hazardous fire exposure areas.

4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- D. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.04 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Unless the Architect requires that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.
 2. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period.

END OF SECTION 01 50 13

SECTION 01 56 00
TEMPORARY BARRIERS AND ENCLOSURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Barriers.
- B. Environmental Controls.
- C. Traffic Controls.
- D. Fire Routes.

1.02 RELATED SECTIONS

- A. Section 01 51 13 - Temporary Facilities & Controls

1.03 INSTALLATION AND REMOVAL

- A. Provide temporary controls in order to execute Work expeditiously.
- B. Remove from site all such work after use.

1.04 HOARDING (Not Used)

1.05 GUARD RAILS AND BARRICADES

- A. Provide as required by governing authorities

1.06 WEATHER ENCLOSURES (Not Used)

1.07 DUST TIGHT SCREENS

- A. Provide dust tight screens or insulated partitions to localize dust generating activities and for protection of workers, finished areas of Work and public.
- B. Maintain and relocate protection until such work is completed.

1.08 ACCESS TO SITE

- A. Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.
- B. If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good on damage resulting from Contractor's use of roads

1.09 PUBLIC TRAFFIC FLOW (Not Used)

1.10 FIRE ROUTES

- A. Maintain access to property including overhead clearances for use by emergency response vehicles.

1.11 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

- A. Protect surrounding private and public property from damage during performance of Work.
- B. Be responsible for damage incurred.

1.12 PROTECTION OF BUILDING FINISHES

- A. Provide necessary screens, covers, and hoardings.
- B. Confirm with Owner's Representative locations and installation schedule 5 work days prior to installation.
- C. Be responsible for damage incurred due to lack of or improper protection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 56 00

SECTION 01 61 00
COMMON PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section Submittals.
- C. Standards: Refer to Section Reference Standards for applicability of industry standards to products specified.
- D. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section Product Options and Substitutions.

1.03 DEFINITIONS

- A. Definitions used in this Section are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
- B. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- C. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
- D. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- E. "Equipment", is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.04 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Owner will not be responsible for or receive delivery of any materials on behalf of the Contractor.
- E. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

- F. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- G. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
- H. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- I. Payment for Stored Materials is dependent on compliance with these requirements.

PART 2 PRODUCTS

2.01 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
 - 1. Provide products complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
- B. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects and fully comply with all requirements of the Contract Documents.
- C. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
 - 1. Where products or manufacturers are specified by name, accompanied by the term "or prior approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
- D. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.
- E. Allowances: Refer to individual Specification sections and "Allowance" provisions in Division 1 for Allowances that control product selection, and for procedures required for processing such selections.

PART 3 EXECUTION

3.01 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01 61 00

SECTION 01 62 00
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section Submittals.
- C. Standards: Refer to Section Reference Standards for applicability of industry standards to products specified.
- D. Procedural requirements governing the Contractor's selection of products and product options are included under Section Common Product Requirements.
- E. Substitutions after award of the Contract will not be considered by the Owner based on the Contractor failing to pursue the Work promptly or failing to coordinate activities properly.
- F. See Section 00 21 13, Instructions to Bidders, for prior approval during Bidding.

1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, contractors and specialty contractors, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
 - 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions. See Section 00 21 13, Instructions to Bidders, Item 1.05, Prior Approval.
 - 2. Revisions to Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.04 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
 - 1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
 - 2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - 3. Product Data, including Drawings and descriptions of products, fabrication, and installation procedures.
 - 4. Samples, where applicable or requested.
 - 5. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance, and visual effect.

6. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
 7. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 8. Cost information, including a proposal of the net change, if any in the Contract Sum.
 9. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
- B. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within two (2) weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

PART 2 PRODUCTS

2.01 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Owner and the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
1. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 2. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 3. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 62 00

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Requirements Included:
 - 1. Cleaning and disposal of waste materials, debris, and rubbish during construction.
- B. Related requirements specified in other sections:
 - 1. Section 00 72 00 - General Conditions.
 - 2. Section 01 31 13 - Coordination.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Cleaning shall be a continuous on-going duty of picking up, stacking and removing trash, debris, and garbage from the Work areas and the site, and continuous removal of mud and other heavy dirt accumulations.
- B. Clean up on a continuous or daily basis.

3.02 CLEANING

- A. Maintain areas under Contractor's control free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to closing the space.
- C. Control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces.
- D. Contractor shall provide a centrally located dumpster for the disposal of waste materials, debris, and rubbish. Contractor shall remove at their own expense any unwanted rock, soil, concrete, asphalt, etc., on a weekly basis and dispose of off-site.
- E. No burning of waste materials, debris and rubbish on-site will be permitted.

END OF SECTION 01 74 00

**SECTION 01 74 23
FINAL CLEANING**

PART 1 GENERAL

1.01 THIS SECTION SPECIFIES ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS FOR FINAL CLEANING AT SUBSTANTIAL COMPLETION.

1.02 WORK INCLUDED

- A. Perform a thorough cleaning of the site, buildings, or other structures where work has occurred prior to Owner occupancy of the buildings, and prior to Final Completion. Leave the project clean and ready for occupancy.

1.03 SUBMITTALS

- A. Provide data for maintenance per Section 01 78 27, Operating and Maintenance Data.

1.04 QUALITY CONTROL

- A. Use experienced workmen or professional cleaners for final cleaning.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Furnish the labor and products needed for cleaning and finishing as recommended by the Manufacturer of the surface material being cleaned.
- B. Use cleaning products only on the surfaces recommended by the Supplier.
- C. Use only those cleaning products which will not create hazards to health or property and which will not damage surfaces.

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. Thoroughly clean the entire site and make ready for occupancy.
 - 1. Remove construction debris, boxes, and trash from the site.
- B. Spot paint nicks and other damage. If spot-painting does not blend into the existing color and texture of the surrounding surfaces, repaint wall from inside corner to inside corner. Touch up damaged surfaces on factory finished equipment using special paint furnished by the Manufacturer.
- C. Remove dirt, oil, grease, dust and other contaminants from floors, equipment and apparatus in mechanical and electrical rooms with vacuum.
- D. Inspect exterior painted surfaces. Spot paint any damaged surfaces.
- E. Clean roof areas of debris; flush roof drainage systems with water until clear.

END OF SECTION 01 74 23

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for contract closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Final submittals.
- B. Closeout requirements for specific construction activities are included in the appropriate sections in Divisions 2 through 32.
- C. Related requirements specified in other sections:
 - 1. Section 01 74 00 - Cleaning and Waste Management.
 - 2. Section 01 78 33 - Warranties and Bonds.
 - 3. Section 01 78 39 - Project Record Documents.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
- B. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100% completion for the portion of the Work claimed as substantially complete. Include supporting documents for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
- C. If 100% completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
- D. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
- E. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates, and similar releases.
- F. Complete touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- G. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Owner and the Architect will mutually agree if the building is complete enough to do the inspection.
 - 2. The Architect may require a list of all unfinished items from the Contractor prior to the inspection.
 - 3. If necessary, the Architect will conduct a repeat inspection upon written request and assurance that the Project has been substantially completed. Such reinspection will be at the Contractor's expense with payment made by deduct Change Order to the Contract.
 - 4. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
 5. Submit consent of surety to final payment.
 6. Submit a final waiver of "damages for delay" settlement statement.
 7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, reinspection will be repeated at the Contractors expense, the amount deducted by Change Order from the Contract Amount.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ARCHITECT

- A. General Requirements: Submit the following items to the Architect for approval. Architect will pass items on to Owner.
- B. Affidavits: Submit the following affidavits:
1. Inspection Certificates: Provide required Inspection Certificates, properly signed.
 2. Evidence of Payment: Submit Contractor's Affidavit of Payments of Debts and Claims, AIA Form G706.
 3. Release of Liens: Submit Contractor's Affidavit of Release of Liens, AIA Form G706A.
 4. Consent of Surety For Final Payment: Submit affidavit from Surety Company consenting to final payment (in the full amount of the Contract) being made, AIA Form G707.
 5. Final Settlement of Contract With State of Minnesota: Submit Form IC-134, Affidavit For Obtaining Final Settlement of Contract With The State of Minnesota and its Political or Governmental Subdivisions. Form IC-134 is a certificate of compliance with Minnesota Statutes 290.92 and 290.97. The Form requires that a contractor, prime contractor or subcontractor that has a contract with the State of Minnesota or its political or governmental subdivisions, complete and submit Form IC-134. In addition, prime contractors that have subcontractors are required to list each subcontractor's name and address on their IC-134 affidavit and attach a certified Form IC-134 from each of the subcontractors to their Form IC-134 when submitting it for certification. The form(s) must be completed in its entirety in order to obtain certification. Enclosed is a copy of the form for your review. The appended Instructions for Form IC-134 contain addresses and phone numbers for ordering forms and obtaining information regarding its use. Refer to Appendix, Form IC-134 and Instructions.

1.06 RECORD DOCUMENT SUBMITTALS

- A. See Section 01 78 39 - Closeout Submittals.

1.07 OPERATING AND MAINTENANCE DATA

- A. See Section 01 78 27 - Operating and Maintenance Data.

1.08 WARRANTIES AND BONDS

- A. See Section 01 78 33 - Warranties and Bonds.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: See Section 01 78 27 - Operating and Maintenance Data.

3.02 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and is included in Section 01 74 00 - Cleaning and Waste Management.
- B. Construction Cleaning is by the Contractor and Final Cleaning is by the Owner. [A/E Note: If this is a Capital Project, then revise the sentence to read; Construction Cleaning and Final Cleaning are both by the Contractor.]
- C. Construction Cleaning shall be as follows:
 - 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - 2. Remove labels that are not permanent labels.
 - 3. Clean exposed exterior finishes to a dust-free condition, free of stains, films and similar foreign substances.

3.03 ADJUSTMENT OF ACCOUNTS

- A. Final Statement: Submit a final statement of accounting which reflects all adjustments to Contract Sum. Statement shall include:
 - 1. Original Contract Sum.
 - 2. Additions and deductions resulting from Change Orders, Allowances, Unit Prices, deductions for any uncorrected work, and any other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
 - 6. Final Adjustment Change Order: Architect will issue a final Change Order, reflecting approved adjustments to the Contract Sum not previously made by Change Order.

END OF SECTION 01 77 00

Withholding Affidavit for Contractors

IC-134

This affidavit must be approved by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors.

Please type or print clearly. This will be your mailing label for returning the completed form.

Type or print	Company name	Daytime phone ()	Minnesota tax ID number
	Address	Total contract amount \$	Month/year work began
	City State Zip Code	Amount still due \$	Month/year work ended

Project information	Project number	Project location		
	Project owner	Address	City	State Zip code
	Did you have employees work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, who did the work?			

Check the box that describes your involvement in the project and fill in all information requested.

Sole contractor

Subcontractor
Name of contractor who hired you _____
Address _____

Prime contractor—If you subcontracted out any work on this project, all of your subcontractors must file their own IC-134 affidavits and have them certified by the Department of Revenue *before* you can file your affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified IC-134. If you need more space, attach a separate sheet.

Business name	Address	Owner/Officer

Sign here	<i>I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.</i>		
	Contractor's signature	Title	Date

Mail to: MN Dept. of Revenue, Withholding Division, Mail Station 6610, St. Paul, MN 55146-6610

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this certificate has fulfilled all the requirements of Minnesota Statutes 290.92 and 290.97 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval

Date

Instructions for Form IC-134

Who must file

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must file Form IC-134 with the Minnesota Department of Revenue.

This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Fill out both the subcontractor and prime contractor areas on a single form.

When to file

The IC-134 cannot be processed until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed.

If you are a subcontractor or sole contractor, send in the form when you have completed your part of the project.

If you are a prime contractor, send in the form when the entire project is completed and you have received certified affidavits from all of your subcontractors.

How to file

If you have fulfilled the requirements of Minnesota withholding tax laws, the Department of Revenue will sign your affidavit and return it to you.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve the IC-134.

Submit the certified affidavit to the government unit for which the work was done to receive your final payment. If you are a subcontractor, submit the certified affidavit to your prime contractor to receive your final payment.

Where to file

Mail to:
MN Dept. of Revenue
Withholding Tax Division
Mail Station 6610
St. Paul, MN 55146-6610

Minnesota tax ID number

You must fill in your Minnesota tax ID number on the form. You must have a Minnesota tax ID number if you have employees who work in Minnesota.

If you don't have a Minnesota ID number, you must apply for one. Call (651) 282-5225 or 1-800-657-3605.

If you prefer, you can get an application (Form ABR) from our web site, or by calling or writing us.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. If this is the case, fill in your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Use of information

The Department of Revenue needs all the information to determine if you have met all state income tax withholding requirements. If all required information is not provided, the IC-134 will be returned to you for completion.

All information on this affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

Information and assistance

If you need help or more information to complete this form, call (651) 282-9999 or 1-800-657-3594.

Additional forms are available on our website at www.taxes.state.mn.us or by calling (651) 296-4444 or 1-800-657-3676. You can also write for forms at the following address:

Minnesota Tax Forms
Mail Station 1421
St. Paul, MN 55146-1421

TTY users may contact the department through the Minnesota Relay Service at 1-800-627-3529.

We'll provide information in an alternative format upon request to persons with disabilities.

SECTION 01 78 33
WARRANTIES AND BONDS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Requirements Included:
 - 1. Compile specified warranties and bonds.
 - 2. Compile specified service and maintenance contracts.
 - 3. Co-execute submittals when so specified.
 - 4. Review submittals to verify compliance with Contract Documents.
 - 5. Submit to Owner's Representative for forwarding to Architect for review and transmittal to Owner.
- B. Related Requirements:
 - 1. Instruction to Bidders: Bid or proposal bonds.
 - 2. Conditions of the Contract: Performance bond, labor and material payment bond.
 - 3. Conditions of the Contract: General warranty of construction.
- C. Related requirements specified in other sections:
 - 1. Section 01 31 13 - Coordination.
 - 2. Section 01 77 00 - Closeout Procedures.
 - 3. Warranties and bonds required for specified products: Each respective section of Specifications as listed below.
 - 4. Provisions of warranties and bonds, duration: The respective section of Specifications which specifies the product.

1.03 SUBMITTALS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of Original Signed Copies Required: Minimum of three (3) each (or in the case of multiple school/site projects, one (1) school/site-specific each and two (2) project comprehensive original signed copies).
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
- D. Product or work item.
- E. Firm with name of principal, address, and telephone number.
- F. Scope.
- G. Date of beginning of warranty, bond or service and maintenance contract.
- H. Duration of warranty, bond or service maintenance contract.
- I. Provide information for Owner's Personnel:
 - 1. Proper procedure in case of failure.
 - 2. Instances which might affect the validity of warranty or bond.
 - 3. Contractor, name of responsible principal, address, and telephone number.
- J. Form of Submittals:
 - 1. Prepare, at a minimum, in triplicate packets (or in the case of multiple school/site projects, one (1) school/site-specific each and two (2) project comprehensive submittals).
- K. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - 1. Title of project.
 - 2. Name of Contractor.

- L. Time of Submittals:
 - 1. Make submittals within ten (10) days after date of Substantial Completion of project, before final request for payment. For items of work, where acceptance is delayed materially beyond the date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing the date of acceptance as the start of the warranty period.
- M. Submittals Required:
 - 1. Submit warranties, bonds, and service and maintenance contracts as specified in the respective sections of Specifications or on the Drawings.
 - 2. All extended warranties, service and maintenance contracts, or other agreements as specified are to be clearly defined and presented in a separate binder or section in the Operations and Maintenance Manuals.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 WHEN A WARRANTY ISSUE ARISES IN WHICH IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESPOND AND CORRECT, THE FOLLOWING IS REQUIRED TO BE PROVIDED TO THE OWNER/CONSULTANT:

- A. Date & Time warranty and/or issue is realized and thought cause.
- B. Date & Time contractor responds.
- C. General description of warranty and/or issue and corrective action taken to repair, order parts or equipment, replace, and place back in operation for intended use.
- D. Date & Time warranty and/or issue resolved or completed and item may be used for intended purpose.

END OF SECTION 01 78 33

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Requirements Included: The Contractor shall maintain at the site for the Owner one record copy of:
 - 1. Drawings.
 - 2. Project Manual.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the contract.
 - 5. Architect field orders or written instructions.
 - 6. Approved Shop Drawings, Product Data, and Samples.
 - 7. Field test records.
- B. Related requirements specified in other sections:
 - 1. Section 01 31 13 - Coordination.
 - 2. Section 01 31 19 - Project Meetings.
 - 3. Section 01 33 00 - Submittals.
 - 4. Section 01 62 00 - Product Options and Substitutions.
 - 5. Section 01 77 00 - Closeout Procedures.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all times for inspection by Owner's Representative and Architect.

1.04 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by Architect.

1.05 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
- C. Do not conceal any work until required information is recorded.
- D. Drawings: Legibly mark to record actual construction:
- E. Field changes of dimension and detail.
- F. Changes made by field order or by Change Order.
- G. Details not on original Contract Drawings.
- H. Specifications and addenda: Legibly mark each section to record:
 - I. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- J. Changes made by Field Order or by Change Order.

1.06 SUBMITTALS

- A. At contract closeout, deliver record documents to Owner's Representative for forwarding to Architect for the Owner.

- B. Accompany submittal with transmittal letter in duplicate, containing:
- C. Date.
- D. Project title and number.
- E. Contractor's name and address.
- F. Title and number of each record document.
- G. Signature of Contractor or their authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 78 39