

Special Business Meeting

Tuesday, March 23, 2021 8:00 PM
Online Meeting

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

2) **Approval of Contracts**

a. Contract amendment with Hutchins & Hutchins for additional HEPA filtration units (2021-12853A)

b. Contract amendment with Language Line for increased translation and interpretation (2021-4400000583A)

c. Contract with Master Mechanical for work at Lyndale Elementary (2021-12989)

3) **Adjournment**

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOL DISTRICT
NO. 1 AND HUTCHINS & HUTCHINS, INC**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Hutchins & Hutchins, Inc, dated March 23, 2021 ("Contract") is made and entered into by and between Special School District No. 1 ("District") and Hutchins & Hutchins, Inc ("Contractor") (collectively "parties").

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law ("District") and Hutchins & Hutchins, Inc ("Contractor") entered into a contract titled Hutchins & Hutchins for a period between March 23, 2021 through June 30, 2021 ("Contract"), and

WHEREAS, the Parties now desire to amend the contract;

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

Section of the Contract shall be amended to read amend contract by 169,500.00
for a total not to exceed 2,373,000.00

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By:

Name: Kim Ellison

Title: Board Chair

Date:

Hutchins & Hutchins, Inc

By:


Name: Jay Stotlar

Title: President

Date: 03/16/2021

**AMENDMENT #1 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Language Line**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Language Line dated 7/1/2020 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Language Line ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Language Line ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2020 through 6/30/2021 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000583

1. *Original contract amount:* \$192,300.00
2. *Cumulative contract amount:* \$241,850.00

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

Section: Exhibit A and Section 3

Description: Additional and Increased translation and interpretation support to sites for meeting with families due to COVID-19 as mentioned in Annexure A

Section 3:1 District total obligation to contractor under this contract, including compensation for goods, services, and reimbursement expenses shall not exceed\$ 241,850.00 Contracts shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

Title: Board Chair

Date: _____

Contractor:  _____
Signature: _____

Name: Bonaventura-A Cavaliere

Title: Chief Financial Officer

Date: March 15, 2021

Annexure A

<u>Sites</u>	<u>CC</u>	<u>Amendment Amount</u>
Andersen	2190	\$ 12,000.00
Bancroft	2105	\$ 2,500.00
Bethune	2107	\$ 3,500.00
Green Central	2256	\$ 3,000.00
Hale	2123	\$ 300.00
Howe	2132	\$ 500.00
Jefferson	2179	\$ 5,000.00
Jenny Lind	2151	\$ 300.00
Justice Page Middle	2323	\$ 5,000.00
Lyndale	2144	\$ 750.00
Nellie Stone	2288	\$ 500.00
North	2375	\$ 2,000.00
Northrop	2152	\$ 500.00
Roosevelt/SwS	2360	\$ 4,000.00
Sanford	2324	\$ 3,000.00
Seward	2160	\$ 1,000.00
Southwest/Sws	2364	\$ 3,200.00
Windom	2170	\$ 2,500.00
		\$ 49,550.00

FY19 RFP#21-06 MPS LYNDALE MEP UPGRADES PROJECT

Contract Sum: \$8,711,000.00

Contractor: Master Mechanical, Inc.

Project Name and Number

RFP#20-21 LYNDALE MEP Upgrades Project.
312 West 34th Street,
Minneapolis, MN 55408

Description

Building-Wide HVAC, Electrical – Lighting LED Upgrades, Fire Alarm, Clock & PA Replacement and Plumbing Upgrades.

Contract Sum details

Item	Price	Status
BASE BID	\$8,459,000.00	ACCEPTED
Alternate #01	\$196,000.00	NOT ACCTEPTED
Alternate #02	\$140,000.00	ACCEPTED
Alternate #03	\$35,000.00	NOT ACCEPTED
Alternate #04	\$48,000.00	ACCEPTED
Alternate #05	\$66,000.00	NOT ACCEPTED
Alternate #06	\$21,000.00	ACCEPTED
Alternate #07	\$21,000.00	ACCEPTED
Alternate #08A	\$18,000.00	NOT ACCEPTED
Alternate #08B	\$22,000.00	ACCEPTED

Contract Documents

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
Exhibit B – Project Charter
Exhibit C – Owner Insurance Requirements
Exhibit D – Project Schedule
AIA Document E203-2013
AIA Document A201-2017



AIA® Document A101® – 2017

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

AGREEMENT made as of the 9 day of March in the year 2021
(In words, indicate day, month and year.)

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

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

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

Master Mechanical, Inc.
1027 Gemini Road #A
Eagan, MN 55121

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

RFP#21-06 LYNDALÉ MEP Upgrades Project
312 West 34th Street
Minneapolis, MN 55408

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

Pope Architects, Inc.,
1295 Bandana Boulevard North Ste#200
St. Paul, MN 55108-2735

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

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

Established as follows:

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

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

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

§ 3.3 Substantial Completion

§ 3.3.1 The Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:05:17 CT on 02/16/2021 under Order No. 1260426072 which expires on 03/16/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA31)

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

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

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

(Table Deleted)

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

Init.

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

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

(Paragraph Deleted)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Paragraph Deleted)

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

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

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

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

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

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

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

Init.

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

§ 5.1.7 Retainage

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

(Paragraph Deleted)

5% (five percent)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

(Paragraph Deleted)

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

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

§ 5.2 Final Payment

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

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

Init.

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

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

§ 5.3 Interest

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

(Paragraph Deleted)

§ 5.4 Prompt Payment to Subcontractors

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.1.1 Mediation

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

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

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Init.

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (*Specify*)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(*Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.*)

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(*Name, address, email address, and other information*)

Minneapolis Public Schools: Jeff M. Helstrom: Mob: 612-207-7859 & Email: jeffrey.helstrom@mpls.k12.mn.us
1250 West Broadway Avenue
Minneapolis, MN 55411

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

Master Mechanical, Inc.
1027 Gemini Road #A
Eagan, MN 55121
Rob Lund (Project Manager)
Phone – Mobile: (651) 210-7106
Email: RLund@mastermechanical.com

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

Init.

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

January 31, 2020

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

(Paragraphs Deleted)

[EXH-B Project Charter](#)

(Paragraph Deleted)

EXH-C Owner Insurance
EXH-D Project Schedule

(Paragraph Deleted)

(Table Deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Thomas Palermo / President

(Printed name and title)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:05:17 CT on 02/16/2021.

PAGE 1

AGREEMENT made as of the 9 day of March in the year 2021

...

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

...

Master Mechanical, Inc.
1027 Gemini Road #A
Eagan, MN 55121

...

RFP#21-06 LYNDALÉ MEP Upgrades Project
312 West 34th Street
Minneapolis, MN 55408

...

Pope Architects, Inc.
1295 Bandana Boulevard North Ste#200
St. Paul, MN 55108-2735

PAGE 2

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

...

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

PAGE 3

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

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission.** This document was produced by AIA software at 14:05:17 CT on 02/16/2021 under Order No.1260426072 which expires on 03/16/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA31)

...

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

...

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

...

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

...

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

...

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

...

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

...

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

...

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

...

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

...

(Identify each allowance.)

...

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

...

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

...

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

...

Item

Units and Limitations

Price per Unit (\$0.00)

...

§ 4.5 Liquidated damages, if any: damages

PAGE 4

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

...

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

...

Owner.

...

§ 4.6 Other:

...

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

...

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

...

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

...

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

...

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

PAGE 5

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

...

5% (five percent)

...

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

...

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

...

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

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

...

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

...

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

PAGE 6

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

...

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

...

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

...

(Insert rate)

...

§ 5.4 Prompt Payment to Subcontractors

...

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

...

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

...

§ 6.1.1 Mediation

...

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

...

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

...

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

...

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

PAGE 7

Litigation in a court of competent jurisdiction

...

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

...

Minneapolis Public Schools: Jeff M. Helstrom: Mob: 612-207-7859 & Email: jeffrey.helstrom@mpls.k12.mn.us
1250 West Broadway Avenue

Minneapolis, MN 55411

...

Master Mechanical, Inc.
1027 Gemini Road #A
Eagan, MN 55121
Rob Lund (Project Manager)
Phone – Mobile: (651) 210-7106
Email: RLund@mastermechanical.com

PAGE 8

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

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

...

January 31, 2020

...

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

...

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

[EXH-B Project Charter](#)

PAGE 9

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

...

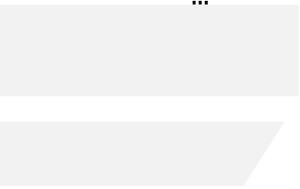
[EXH-C Owner Insurance](#)

...

[EXH-D Project Schedule](#)

...

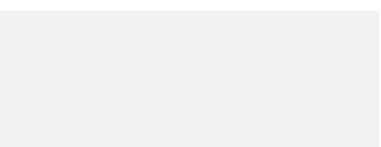
The Sustainability Plan:



Title

Date

Pages



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, 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 14:05:17 CT on 02/16/2021 under Order No. 1260426072 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



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 9 day of March in the year 2021
(In words, indicate day, month and year.)

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

RFP#21-06 LYNDALE MEP Upgrades Project
LYNDALE COMMUNITY SCHOOL 312 West 34th Street, Minneapolis, MN 55408

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)

Master Mechanical, Inc.
1027 Gemini Road #A, Eagan, MN 55121

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.

Init.

§ 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,

Init.

/

AIA Document A101® – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. **The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission.** This document was produced by AIA software at 14:05:56 CT on 02/16/2021 under Order No.1260426072 which expires on 03/16/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1312053588)

including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

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

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

Init.

AIA Document A101® – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:05:56 CT on 02/16/2021 under Order No. 1260426072 which expires on 03/16/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1312053588)

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

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

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

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

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

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

Init.

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

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:05:56 CT on 02/16/2021.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 9 day of March in the year 2021

...

RFP#21-06 LYNDALE MEP Upgrades Project
LYNDALE COMMUNITY SCHOOL 312 West 34th Street, Minneapolis, MN 55408

...

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

...

Master Mechanical, Inc.
1027 Gemini Road #A, Eagan, MN 55121

PAGE 2

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

PAGE 4

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

...

~~§ A.3.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, as defined in EXH-C Owner Insurance providing coverage for claims including~~

~~PAGE 5~~

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

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

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

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

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

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

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

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

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

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

~~...~~

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

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

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

~~[] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to~~

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

Exhibit B – Project Charter

Project Name and Number

RFP#20-21 LYNDALe MEP Upgrades Project.
312 West 34th Street,
Minneapolis, MN 55408

Description

Building-Wide HVAC, Electrical – Lighting LED Upgrades, Fire Alarm, Clock & PA Replacement and Plumbing Upgrades.

Contract Sum

The Contract Sum shall be \$8,711,000.00

Base Bid & Alternates

Item	Price	Status
BASE BID	\$8,459,000.00	ACCEPTED
Alternate #01	\$196,000.00	NOT ACCEPTED
Alternate #02	\$140,000.00	ACCEPTED
Alternate #03	\$35,000.00	NOT ACCEPTED
Alternate #04	\$48,000.00	ACCEPTED
Alternate #05	\$66,000.00	NOT ACCEPTED
Alternate #06	\$21,000.00	ACCEPTED
Alternate #07	\$21,000.00	ACCEPTED
Alternate #08A	\$18,000.00	NOT ACCEPTED
Alternate #08B	\$22,000.00	ACCEPTED

Allowances

Item	Price
Building Permitting Fee	\$75,000.00

Unit Prices

Item	Units and Limitations	Price per Unit (\$0.00)
#01 School Dumpster	Each	\$550.00
#02 Dispose Unused Fuel	Gallon	\$1.25
#03 Fuel to another site	Gallon	\$2.00
#04 Suitable Soil Fill	Cubic Yard (CY)	\$27.00
#05 Gravel Sub-Base	Cubic Yard (CY)	\$33.75

February 11, 2021

Mr. Jeffrey Helstrom
Project Manager
Capital Planning, Construction and Maintenance
Minneapolis Public Schools
1250 W Broadway Ave
Minneapolis, MN 55411

**Re: MPS RFP 21-06 Lyndale Community School – MEP Upgrades
Prime Mechanical Contractor Award Recommendation**

Jeff:

On Monday, December 07, 2020, Minneapolis Public Schools received Best Value RFP proposals from 2 Respondents, Master Mechanical, Inc. and NAC Mechanical and Electrical Services, for the RFP 21-06 Lyndale Community School – MEP Upgrades project. Following an initial review of the proposals by the Source Selection Evaluation Board (SSEB), clarification meetings were held with each Respondent on December 10, 2020 and December 16, 2020. The 2 Respondents were then interviewed on December 15, 2020. Both Respondents were given a couple of opportunities submit Enhanced Proposals, once following the initial clarification meeting and then again after the interview. The final Enhanced Proposals were received by MPS on December 15, 2020 following the Respondent interviews.

The final Enhanced Proposals were scored by the Source Selection Evaluation Board using the guidelines established in the MPS Source Selection Plan and Proposal Evaluation Plan. On Wednesday, December 16, 2020, the SSEB including Curtis Hartog, Meghan O'Connor, Jeff Helstrom, Larry Justin, John Williamson, Andrew Lesch and Raphael Lister met to review the scores of each of the Respondents. The scores for the 2 Respondents were very close and this required the SSEB to further discuss the merits of the 2 Respondent's final Enhanced Proposals and interviews in order to make a selection.

The following are the pros and cons for selecting either Respondent that were discussed in the December 16, 2020 scoring meeting.

Pros for Master Mechanical:

1. Master is proposing to use Minnesota Controls which were the controls sub for the Lyndale phase 1 project and have had good results on previous MPS projects. All scorers felt that the controls are a key component for the success for the project.
2. Seemed to understand the abatement issues better than NAC.
3. Lower bid prices.
4. Met with AHU supplier to come up with AHU VE items.
5. The Master VE items were larger than NAC's.
6. MPS leadership leans toward Master based on their answer in the interview regarding coordinating with the abatement contractors and appeared to have a better understanding of the scope of abatement as it relates to the project schedule.
7. Unanimous vote by SSEB.

POPE ARCHITECTS, INC.

Cons for Master Mechanical:

1. Their electrical sub is a sub-contractor and not in house; however their electric sub-contractor Preferred Electric had high marks.

Pros for NAC:

1. Appears to understand the risks.
2. Had more VE items.
3. Larger company than Master Mechanical.

Cons for NAC:

1. Unanimous vote for Master Mechanical by the SSEB in the 12/16/2020 scoring review meeting.
2. Abatement response in the interview was not good and MPS felt that their schedule did not correctly reflect the time required for project asbestos abatement.
3. Their VE items were more related to NAC's skill.
4. Higher price than Master Mechanical, Inc.
5. The NAC chosen Controls contractor has had issues on previous MPS projects.

At the end of the December 16, 2020 scoring review meeting and based on the content of their proposal and interview, all attendees including Curtis Hartog, Meghan O'Connor, Jeff Helstrom, Larry Justin, John Williamson, Andrew Lesch and Raphael Lister, unanimously decided to select Master Mechanical, Inc. for the project. Based on their understanding of the scope of the asbestos abatement as it relates to the schedule and their overall team selection, in particular their controls contractor, they appeared to be better suited to the project. Throughout the selection process, the SSEB has taken efforts to maintain transparency, has included MPS Procurement in the flow of information and has given equal opportunities to the 2 Respondents.

Per the discussion with all attendees in the scoring meeting on December 16, 2020, the Best Value RFP Source Selection Evaluation Board recommends that the Lyndale MEP Upgrades project be awarded to Master Mechanical, Inc. in the total amount of \$8,711,000.00 which includes the Base Bid, Alternates #02, #04, #06, #07, #08B and Allowance #1. Master Mechanical, Inc. has also identified an additional \$240,000.00 as the Schedule Alternate #1 cost for moving to a single-phase project if desired by MPS.

Sincerely,

Raphael Lister



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

Cc: file, Curtis Hartog (MPS), Jeff Helstrom, (MPS), Andrew Lesch (MPS), Diedra Geye (MPS), Jibril Osman (MPS), Aldo Lopez (PAI), Nevon Rainwater (MPS), Larry Justin (KFI), John Williamson (Cx, Willen, Inc.)

RFP scoring rubric is attached

Master Mechanical, Inc. final Enhanced Proposal is attached.

POPE ARCHITECTS, INC.

Minneapolis Public Schools RFP 21-06

December 16, 2020

Lyndale Community School Improvements Best Value Contractor Selection Scoring

							Score				
Criteria	Total possible points	1	2	3	4	5	AVERAGE				
Master Mechanical											
Cost Proposal - total base	250	250	250	250	250	250					
Interview	300	300	300	270	300	255					
Risk Assessment	150	140	140	125	113	113					
Team Expertise	100	100	85	100	100	100					
Value Enhancements	100	100	75	75	75	75					
DBP Target (5% WBE / 12% MBE	50	36	36	36	36	36					
References	50	50	50	50	50	50					
	1000	976	936	906	924	879	924				
NAC											
Criteria	Total possible points	1	2	3	4	5	AVERAGE				
Cost Proposal - total base	250	245	245	245	245	245					
Interview	300	285	300	255	285	255					
Risk Assessment	150	150	145	100	150	150					
Team Expertise	100	100	70	100	100	100					
Value Enhancements	100	100	85	80	75	100					
DBP Target (5% WBE / 12% MBE	50	34	34	34	34	34					
References	50	50	50	50	50	50					
	1000	964	929	864	939	934	926				

ATTACHMENT A - COVER PAGE AND CHECKLIST

The Respondent must complete and submit this Attachment. This Attachment shall be the cover page for the Respondent's Proposal. Do NOT modify the format of any of the required attachments. If the RFP, required attachments have been modified or the Respondent does not follow the instructions outlined in the RFP, the Proposal may be disqualified.

Project Name: Lyndale Community School – MEP Upgrades RFP#21-06

PROPOSAL CHECKLIST

The following documents are required for this Proposal: Complete all the required information on each document. Attachment B MUST be in a separate sealed envelope. Include milestone schedule with the Proposal. Label package as noted in Section 3.1.

- Package Label
- Attachment A Cover Page and Checklist
- Attachment B Proposal Form
- Attachment C Risk Assessment Template
- Attachment D Team Expertise Plan
- Attachment E Value Enhancement Template
- Attachment F Reference List
- Attachment G Non-Collusion Declaration
- Attachment H Authorization/Signature Document
- Attachment I Insurance Requirements
- Attachment J Responsible Contractor Certificate
- Attachment K Anticipated DBP Participation Statement
- Attachment L Bid Documents
- Milestone Schedule (For Base Project and Schedule Alternate No.1) - Addm 3
- Digital Copy of Proposal submittal in PDF file format

ADDENDA ACKNOWLEDGEMENT

Respondent acknowledges receipt of the following addenda, and has incorporated the requirements of such addenda into the proposal (*List all addenda dates issued for this project and initial*):

No. 1	Date/Initials 11/11/20	No. 2	Date/Initials 11/18/20	No. 3	Date/Initials 11/25/20	No. 4	Date/Initials 12/2/20
-------	---------------------------	-------	---------------------------	-------	---------------------------	-------	--------------------------

AUTHORIZED SIGNATURE

By signing below, the Respondent acknowledges that they have carefully examined all RFP Documents and understands all instructions, requirements, specifications, terms and conditions; and that all statements, information, costs, and schedules submitted in response to the RFP are current, complete, true and accurate.

Master Mechanical, Inc.	12/7/20
Name of Company	Date
David Schultz	
Printed Name of Firm Representative*	Signature of Firm Representative
dschultz@mastermechanical.com	651-905-1600
E-mail	Phone

* Must be an authorized officer of the company that has authorization to bind it to the provisions of the RFP Contract

ATTACHMENT B
Proposal Form

CRITICAL TEAM COMPONENTS

Name of Prime Contractor: Master Mechanical, Inc.

(NOTE: The Prime Contractor is required to be a licensed Mechanical Contractor. The Mechanical Contractor must have demonstrated previous experience as a Prime Contractor.)

Name of Project Manager: Robert Lund

Name of Site Superintendent: Mark Berg

PROJECT DURATION

Complies with schedule as outlined in schedule of critical dates: Yes No

PROJECT COST

Project Name: Lyndale Community School – MEP Upgrades

BASE PROJECT (Phase 2-2021, Phase 3-2022 and potentially Phase 4-2023) – Addm 3

Total Cost for Base Construction Costs inclusive of all allowances, unit prices and alternates:
\$ 8,459,000

(This shall include the cost for all Pre Construction Services including Submittals, Scheduling and Value Engineering)

Attach Schedule of Values containing the following minimal breakdown on the AIA G703.

Attached Yes No

SCHEDULE ALTERNATE # 1 – Addm 3

Total Cost for Base Construction Costs inclusive of all allowances, unit prices and alternates to complete the Work in 1 Phase (March 1, 2021 – August 23, 2021):

\$ 240,000

(This shall include the cost for all Pre Construction Services including Submittals, Scheduling and Value Engineering)

Attach Schedule of Values containing the following minimal breakdown on the AIA G703.

Attached Yes No

Handwritten signature/initials
2/11/20

Exhibit B – Project Charter – ADDM 3

Project Name and Number

RFP#21-06 MPS Lyndale Community School – MEP Upgrades
 Lyndale Community School
 312 West 34th Street
 Minneapolis, MN 55408

Description

MEP-F upgrades to the existing building.

Project Budget

The Project Budget shall be \$5,000,000.00

Alternates

Item	Price	Status
#01: Provide DX on AHU #03 and #07	\$196,000.00	

Item	Price	Status
#02: Remove the existing domestic water piping mains and branch piping within hallway up to location where piping enters the walls. Replace with new piping including branch shutoff valves, recirculating balance valves, hangers, and piping insulation. ADDM 3	\$140,000.00	

Item	Price	Status
#03: Remove the existing rainwater piping insulation	\$35,000.00	

W
12/14/20

Item	Price	Status
#04: Removal of the existing rainwater piping in the second floor ceiling from where the piping enters the walls up to and including the roof drains and installation of new piping, insulation and roof drains. ADDM 3	\$48,000.00	

Item	Price	Status
#05: Remove the existing chilled water piping	\$66,000.00	

Item	Price	Status
#06: Remove the existing chain link and ornamental fencing on site	\$21,000.00	

Item	Price	Status
#07: Provide new roof access ladder and hatch.	\$21,000.00	

Item	Price	Status
o8A: Fill the existing boiler 10,000 gallon fuel oil tank with sand	\$18,000.00	

Item	Price	Status
o8B: Remove the existing boiler 10,000 gallon fuel oil tank per MPCA.	\$22,000.00	

ML
12/14/20

SCHEDULE ALTERNATE #1 – ADDM3

Item	Price
Complete all required scope of work in one phase of construction. Adjust construction schedule to start March 1, 2021 and end at Substantial Completion on August 23, 2021. - ADDM 3	\$240,000.00

Allowances

Item	Price
01: Permitting Fee	\$75,000.00

Unit Prices

Item	Units and Limitations	Price per Unit (\$0.00)
01: School Dumpster	Each	\$550.00

Item	Units and Limitations	Price per Unit
02: Dispose Unused Fuel Oil	Gallon	\$1.25

Item	Units and Limitations	Price per Unit
03: Transport Fuel Oil to another MPS School	Gallon	\$2.00

Item	Units and Limitations	Price per Unit
04: Suitable soil fill	CY	\$27.00

Item	Units and Limitations	Price per Unit
05: Gravel Subbase	CY	\$33.75

M
11/19/20

Each Schedule of Values shall include the following line items:

- Requirements
- Prime Construction (Items not included below, may be broken done further)
- Permits
- Bonds
- Concrete
- Masonry
- Structural Steel
- Miscellaneous Steel
- Rough Carpentry
- Finish Carpentry
- Roofing
- Doors, Frames and Hardware
- Drywall and Steel Stud Framing
- Tiling
- Flooring
- Ceilings
- Painting
- Specialties
- Fire Suppression
- Plumbing
- Mechanical and HVAC
- Electrical
- Low Voltage and Technology Systems
- Security and Access Control
- Civil
- Site Improvements
- Construction Fee
- Unit Prices
- Allowances
- Alternates
- Any Contingency Items must be identified

SCHEDULE OF VALUES

Base Bid

DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS	TOTAL COMPL/STORED	% COMP	BALANCE TO COMPL	RETAINAGE AMOUNT
Building Permit (see Allowance)	\$ -	0.00	0.00	0.00	0.00	#DIV/0!	0.00	#REF!
Performance & Payment Bonds	\$ 60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	#REF!
GC Mobilization (all GC under Morcon)	\$ 38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00	#REF!
GC General Work/Cut & Patch	\$ 199,610.00	0.00	0.00	0.00	0.00	0.00	199,610.00	#REF!
GC Supervision for General Trades	\$ 100,000.00	0.00	0.00	0.00	0.00	0.00	100,000.00	#REF!
GC Final Cleaning	\$ 25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	#REF!
GC Building Demo	\$ 115,850.00	0.00	0.00	0.00	0.00	0.00	115,850.00	#REF!
GC Concrete	\$ 36,650.00	0.00	0.00	0.00	0.00	0.00	36,650.00	#REF!
GC Masonary	\$ 64,500.00	0.00	0.00	0.00	0.00	0.00	64,500.00	#REF!
GC Structural/Misc Steel	\$ 48,760.00	0.00	0.00	0.00	0.00	0.00	48,760.00	#REF!
GC Rough Carpentry	\$ 24,050.00	0.00	0.00	0.00	0.00	0.00	24,050.00	#REF!
GC Finish Carpentry	\$ 55,000.00	0.00	0.00	0.00	0.00	0.00	55,000.00	#REF!
GC Roofing	\$ 91,780.00	0.00	0.00	0.00	0.00	0.00	91,780.00	#REF!
GC Doors, Frames, Hardware	\$ 30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00	#REF!
GC Drywall & Steel Studs	\$ 125,000.00	0.00	0.00	0.00	0.00	0.00	125,000.00	#REF!
GC Tiling	\$ 4,400.00	0.00	0.00	0.00	0.00	0.00	4,400.00	#REF!
GC Carpet/Base/VCT	\$ 36,000.00	0.00	0.00	0.00	0.00	0.00	36,000.00	#REF!
GC Ceilings	\$ 211,000.00	0.00	0.00	0.00	0.00	0.00	211,000.00	#REF!
GC Painting	\$ 50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	#REF!
GC Specialites/Misc	\$ 11,400.00	0.00	0.00	0.00	0.00	0.00	11,400.00	#REF!
Fire Suppression (Summit)	\$ 322,000.00	0.00	0.00	0.00	0.00	0.00	322,000.00	#REF!
Plumbing	\$ 53,000.00	0.00	0.00	0.00	0.00	0.00	53,000.00	#REF!
Piping	\$ 1,580,000.00	0.00	0.00	0.00	0.00	0.00	1,580,000.00	#REF!
Sheetmetal	\$ 2,805,000.00	0.00	0.00	0.00	0.00	0.00	2,805,000.00	#REF!
Testing & Balancing (ASE)	\$ 35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	#REF!
Controls (MCS)	\$ 605,000.00	0.00	0.00	0.00	0.00	0.00	605,000.00	#REF!
Electrical (Premier Elect)	\$ 1,200,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00	#REF!
Low Voltage/Tech Systems (Premier)	\$ 407,000.00	0.00	0.00	0.00	0.00	0.00	407,000.00	#REF!
Security & Access Control (Parallel)	\$ 50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	#REF!
Civil (Alternate 8A)	see below	0.00	0.00	0.00	0.00	#VALUE!	#VALUE!	#REF!
Site Improvements (Alt 6)	see below	0.00	0.00	0.00	0.00	#VALUE!	#VALUE!	#REF!
Allowance for Building Permit	\$ 75,000.00	Accept	0.00	0.00	0.00	0.00	75,000.00	#REF!
Schedule Alternate #1 (brekout attached)	\$ 240,000.00	0.00	0.00	0.00	0.00	0.00	240,000.00	#REF!
Unit Prices 1 - 5 (on exhibit B)	\$ -							
Alternate 1 - DX on AHU3 & 7	\$ 196,000.00							
Alternate 2 - DW Insulation	\$ 140,000.00	Accept						
Alternate 3 - RWL Insulation	\$ 35,000.00							
Alternate 4 - RWL Piping	\$ 48,000.00	Accept						
Alternate 5 - CHW Piping	\$ 66,000.00							
Alternate 6 - Fencing	\$ 21,000.00	Accept						
Alternate 7 - Roof Access	\$ 21,000.00	Accept						
Alternate 8A - Fill Tank w Sand	\$ 18,000.00							
Alternate 8B - Demo FO Tank	\$ 22,000.00	Accept						
TOTALS	\$ 9,266,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	#VALUE!	#REF!

Lyndale Community School
AIA G703 Continuation Sheet

Application No:
Application Date:
Period To:
A/E Project #:

SCHEDULE OF VALUES **Schedule Alternate #1 - Addendum 3**

DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	CURRENT APPLICATION	STORED MATERIALS	TOTAL COMPL/STORED	% COMP	BALANCE TO COMPL	RETAINAGE AMOUNT
S/M Overtime for Sched Alt	\$ 117,500.00	0.00	\$0.00	\$0.00	0.00	0.00	117,500.00	#REF!
Piping Overtime for Sched Alt	\$ 57,500.00	0.00	\$0.00	\$0.00	0.00	0.00	57,500.00	#REF!
Plumbing Overtime for Sched Alt	\$ -	0.00	\$0.00	\$0.00	0.00	#DIV/0!	0.00	#REF!
Controls Overtime for Sched Alt	\$ -	0.00	\$0.00	\$0.00	0.00	#DIV/0!	0.00	#REF!
GC Overtime for Sched Alt	\$ 40,000.00	0.00	\$0.00	\$0.00	0.00	0.00	40,000.00	#REF!
Electrical Overtime for Sched Alt	\$ -	0.00	\$0.00	\$0.00	0.00	#DIV/0!	0.00	#REF!
Additional Supervision/Coordination	\$ 25,000.00	0.00	\$0.00	\$0.00	0.00	0.00	25,000.00	#REF!
	\$ -	0.00	\$0.00	\$0.00	0.00	#DIV/0!	0.00	#REF!
	\$ -	0.00	\$0.00	\$0.00	0.00	#DIV/0!	0.00	#REF!
	\$ -	0.00	\$0.00	\$0.00	0.00	#DIV/0!	0.00	#REF!
	\$ -	0.00	\$0.00	\$0.00	0.00	#DIV/0!	0.00	#REF!
	\$ -	0.00	\$0.00	\$0.00	0.00	#DIV/0!	0.00	#REF!
TOTALS	\$ 240,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$240,000.00	#REF!

Key Subcontractors:

HVAC Master Mechanical, Inc.

Mechanical Master Mechanical, Inc.

Plumbing Master Mechanical, Inc.

Electrical Preferred Electric

Technology Systems Preferred Electric

Security Systems Parallel Technologies

Fire Suppression Summit Fire Protection

Wall Finishes Morcon Construction

Ceiling Finishes Sonus Interiors

Painting Universal Painting & Drywall

Drywall SA Jordan Construction

Civil Zahl Petroleum Maintenance Co.

Structural Steel Red Cedar Steel Erectors

Miscellaneous Steel Morcon Construction

Roofing Berwald Roofing and Sheetmetal

Finish Carpentry Janis Woodworks

Other Door Frames/Hardware Kendall Doors & Hardware

Other Tile Metro Tile and Marble

Other Flooring Core Commercial Flooring

Fencing Action Fence (Alternate)

NOTE: USE OF THIS FORM AND AIA G703 IS MANDATORY

*ML
12/14/20*

Attachment C

RISK ASSESSMENT

This template must be used. The Risk Assessment plan should address the risks that the Respondent **does NOT control**. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete risk table templates, but do not exceed the **2-page** limit. Do NOT include any identifying information in the Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Risk 1 Description: Safety
Solution: Utilize our current safety programs including site safety audits, daily pre-task plans, weekly toolbox talks and near miss programs.
Documented Performance: Continued employee and subcontractor safety training and reminders help keep all job site employees safe.

Risk 2 Description: COVID-19
Solution: Install measures of temperature taking, etc. Track who is on the project in case the need arises for contact tracing.
Documented Performance: These measures have been successful on previous projects.

Risk 3 Description: Security
Solution: Make sure all permanent and temporary doors are secured at the end of each day
Documented Performance: With times like they are, extra effort compared to the past will be required regarding security.

Risk 4 Description: Silica
Solution: When core drilling and roto drilling use vacuum system and water to contain.
Documented Performance: Our safety program and trained employees and subcontractors have helped lower this risk considerably.

Risk 5 Description: Fuel Oil Removal
Solution: Subcontractor to follow local and state requirements.
Documented Performance: _____

If there are more please provide an Appendix document for "Risks."

Handwritten: 12/14/20

Attachment C Appendix

Risk 6 Description: Abatement of asbestos

Solution: Supervise and stay in contact with abatement contractor to assure they are on or ahead of schedule. Inform team weekly as to status.

Documented Performance: We have a good working relationship with this abatement contractor so communication will be no problem.

ML
12/4/20

Attachment D

TEAM EXPERTISE

This template must be used. The Team Expertise Plan should identify the Respondent's capability to meet the project's requirements with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Project Capability Claim table templates, but do not exceed the **2-page** limit. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Project Capability 1 Claim: 70 years of combined project management experience.

Documented Performance: Robert Harbeintner and Rob Lund have teamed up on many recent projects and the MPS job will benefit from this team aga

Project Capability 2 Claim: Shop Capacity for Ductwork

Documented Performance: We can keep up with any schedule the owner desires. The Master Mechanical sheetmetal shop is very efficient and produces a high quality product. MPS has commented on this fact in the past.

Project Capability 3 Claim: High Quality Workmanship

Documented Performance: Master Mechanical has the best field trades that will complete the project correctly the first time. The Master Mechanical field trades pride themselves on making the entire project run smoothly.

Project Capability 4 Claim: Great General Contractor as our Subcontractor

Documented Performance: Morcon has delivered many MPS projects in the past to the satisfaction of the owner and end user.

Project Capability 5 Claim: Quality Controls Contractor

Documented Performance: MCS has also delivered many MPS projects in the past to the satisfaction of the owner and end user.

If there are more please provide an Appendix document for "Project Capabilities."

*ML
12/14/20*

Attachment E

VALUE ENHANCEMENT PLAN

Identify any options, ideas, alternatives, or suggestions to add value to this project. Include a short description of how it adds value to the project and identify if the items will increase or decrease schedule, cost, or satisfaction. All cost and schedule impacts associated with these value added options must NOT be included in your base cost/schedule. You may add/delete additional rows if necessary but do not exceed the **2-page** limit.

Item 1 Claim: Remove roofed in sleepers per 2/A501-replace with support blocks

How will this add value? This will make roof a lot cleaner and less susceptible to leakage

Documented Performance: _____

Cost Impact (%): <\$250.00 ea> **Schedule Impact (%)** None

Item 2 Claim: Change board insulation to duct wrap where spec'd

How will this add value? No need to install expensive board insulation in equipment rooms

Documented Performance: _____

Cost Impact (%): <\$7,500.00> **Schedule Impact (%)** None

Item 3 Claim: Replace Gyp ceilings in bathroom with ACT

How will this add value? Cost savings, improved maintenance access

Documented Performance: Improved maintenance access

Cost Impact (%): <\$3,000.00> **Schedule Impact (%)** None

Item 4 Claim: Block wall patching above ceilings-use sheet metal/insulation in lieu of block

How will this add value? Cost and time savings

Documented Performance: This will save time, money and will still maintain fire/smoke separation

Cost Impact (%): <\$7,000.00> **Schedule Impact (%)** None

Item 5 Claim: Change R Value of Pre-fabricated Roof Ductwork from R20 to either R16 or R12

How will this add value? Cost savings

Documented Performance: Minnesota Energy code requires at least R12 insulation rating

Cost Impact (%): R16 vs. R20 <\$3,000> **Schedule Impact (%)** None
R12 vs. R20 <\$60,000>

If there are more please provide an Appendix document for "Value Enhancement Items."

Handwritten: 12/14/20

Value Enhancement Plan

The following VE items are only valid if Master Mechanical, Inc. selects SVL's units-Trane did not provide any VE items:

SVL VE Options

Deduct to remove Tread plate flooring	<\$10,000.00>
Deduct to change from .025" thick coil tube to .020 thick	<\$3,000.00>
Deduct to eliminate shrink wrapping of units	<\$4,000.00>
Deduct to remove air blenders from AHU-4 and AHU-5	<\$6,000.00>
Deduct to remove fan safety cages	<\$10,000.00>
Deduct to remove second year parts warranty	<\$5,000.00>

MMS VE Options

Allow York back into specifications	<\$5,000.00>
-------------------------------------	--------------

Preferred Electric VE Options

Change 6 feeders from copper to aluminum	<\$10,000.00>
Specialty AV-Remove and reinstall speakers & wiring only-district dues the rest	<\$8,000.00>

Attachment F

REFERENCE LIST

Name of Entity: Master Mechanical, Inc.

Reference List

1. First Name Last Name Don Bielinski Jr Email donald.bielinskirjr@mpls.k12.mn.us
Phone Number 612-668-0700 Company Name MPS
Date Completed 9/1/19 Project Cost (\$) 6,145,000.00

2. First Name Last Name Chris Backes Email chris.backes@minneapolismn.gov
Phone Number 612-673-3774 Company Name City of Minneapolis
Date Completed 6/1/20 Project Cost (\$) 5,005,000.00

3. First Name Last Name Tim Barron Email tim.barron@krausanderson.com
Phone Number 612-335-2715 Company Name Kraus Anderson
Date Completed 11/7/17 Project Cost (\$) 1,135,046.00

4. First Name Last Name Mike Mills Email mike.mills@ryancompanies.com
Phone Number 612-492-4623 Company Name Ryan Companies
Date Completed 6/1/20 Project Cost (\$) 1,079,000.00

5. First Name Last Name Scott Clancy Email scott.clancy@krausanderson.com
Phone Number 763-453-5466 Company Name Kraus Anderson
Date Completed 8/21/20 Project Cost (\$) 1,769,000

If there are more please provide an Appendix document for "References."

ML
12/14/20

LYNDALE COMMUNITY SCHOOL - MEP UPGRADES

Multiple Phases

ID	 Task Mode	Task Name	Duration	Start	Finish
1		School Board Approval	0 days	Tue 1/12/21	Tue 1/12/21
2		Pre-Con Meeting	0 days	Tue 1/19/21	Tue 1/19/21
3					
4		PHASE II			
5		Long lead submittal submission	0 days	Fri 3/26/21	Fri 3/26/21
6		Non-student occupied space demo	0 days	Tue 4/27/21	Tue 4/27/21
7		Students Last Day	0 days	Fri 6/11/21	Fri 6/11/21
8		MPS Move of work scope	5 days	Mon 6/14/21	Fri 6/18/21
9		Start of Abatement	5 wks	Mon 6/21/21	Fri 7/23/21
10		Demolition of Mech and GC	6 wks	Mon 6/21/21	Fri 7/30/21
11		M/E Rough-In	5 wks	Mon 7/5/21	Fri 8/6/21
12		GC Rough-In	5 wks	Mon 7/5/21	Fri 8/6/21
13		Ceiling Installation	2 wks	Mon 8/2/21	Fri 8/13/21
14		M/E Finishes	2 wks	Mon 8/9/21	Fri 8/20/21
15		GC Finishes (Pad out/Tile/Flooring)	2 wks	Mon 8/9/21	Fri 8/20/21
16		Substantial Completion	0 days	Mon 8/23/21	Mon 8/23/21
17		Startup Equipment	1 wk	Mon 8/23/21	Fri 8/27/21
18		Balancing/Commissioning Begins	0 days	Mon 8/30/21	Mon 8/30/21
19		Students Return	0 days	Tue 9/7/21	Tue 9/7/21
20		Heating Systems Operational	0 days	Tue 9/21/21	Tue 9/21/21
21		Balancing/Commissioning Finishes	0 days	Sun 10/24/21	Sun 10/24/21
22					
23		Phase III			
24		Students Last Day	0 days	Fri 6/10/22	Fri 6/10/22
25		MPS Move of work scope	5 days	Mon 6/13/22	Fri 6/17/22
26		Start of Abatement	5 wks	Mon 6/20/22	Fri 7/22/22
27		Demolition of Mech and GC	6 wks	Mon 6/20/22	Fri 7/29/22
28		M/E Rough-In	5 wks	Mon 7/4/22	Fri 8/5/22
29		GC Rough-In	5 wks	Mon 7/4/22	Fri 8/5/22
30		Ceiling Installation	2 wks	Mon 8/1/22	Fri 8/12/22
31		M/E Finishes	2 wks	Mon 8/8/22	Fri 8/19/22
32		GC Finishes (Pad out/Tile/Flooring)	2 wks	Mon 8/8/22	Fri 8/19/22
33		Substantial Completion	0 days	Mon 8/22/22	Mon 8/22/22
34		Startup Equipment	1 wk	Mon 8/22/22	Fri 8/26/22
35		Balancing/Commissioning Begins	0 days	Mon 8/29/22	Mon 8/29/22
36		Students Return	0 days	Tue 9/6/22	Tue 9/6/22
37		Balancing/Commissioning Finishes	0 days	Sun 10/23/22	Sun 10/23/22

*ML
12/14/20*

LYNDALE COMMUNITY SCHOOL - MEP UPGRADES

SINGLE Phase

ID	Task Mode	Task Name	Duration	Start	Finish	Dec 6, '20								
						T	F	S	S	M	T	W	T	
1	★	School Board Approval	0 days	Tue 1/12/21	Tue 1/12/21									
2	★	Pre-Con Meeting	0 days	Tue 1/19/21	Tue 1/19/21									
3	★													
4	★	Single Phase Work Scope												
5	★	Long lead submittal submission	3 wks	Mon 1/25/21	Fri 2/12/21									
6	★	Space becomes available	0 days	Mon 3/1/21	Mon 3/1/21									
7	★	Abatement Window	10 wks	Mon 3/1/21	Fri 5/7/21									
8	★	Start of Demolition	10 wks	Mon 3/8/21	Fri 5/14/21									
9	★	Mechanical Rough-in	20 wks	Mon 3/22/21	Fri 8/6/21									
10	★	General Contractor Rough-In	20 wks	Mon 3/22/21	Fri 8/6/21									
11	★	Ceiling Installation	4 wks	Mon 7/12/21	Fri 8/6/21									
12	★	M/E Finishes	4 wks	Mon 7/19/21	Fri 8/13/21									
13	★	GC Finishes (Pad Out/Tile/Flooring)	4 wks	Mon 7/26/21	Fri 8/20/21									
14	★	Sustantial Completion Date	0 days	Mon 8/23/21	Mon 8/23/21									
15	★	Startup Equipment	1 wk	Mon 8/23/21	Fri 8/27/21									
16	★	Balancing/Commissioning Begins	0 days	Mon 8/30/21	Mon 8/30/21									
17	★	Students Return	0 days	Tue 9/7/21	Tue 9/7/21									
18	★	Heating Systems Operational	0 days	Tue 9/21/21	Tue 9/21/21									
19	★	Balancing/Commissioning Finishes	0 days	Sun 10/24/21	Sun 10/24/21									
20	★													
21	★													
22	★													
23	★													
24	★													
25	★													
26	★													
27	★													
28	★													
29	★													
30	★													
31	★													
32	★													
33	★													
34	★													
35	★													
36	★													

Project: Lyndale Single Phase Sc
Date: Mon 12/14/20

Task		Manual Summary Rollup	
Split		Manual Summary	
Milestone		Start-only	
Summary		Finish-only	
Project Summary		External Tasks	
Inactive Task		External Milestone	
Inactive Milestone		Deadline	
Inactive Summary		Progress	
Manual Task		Manual Progress	
Duration-only			

Handwritten signature and date: 12/14/20

LYNDALE COMMUNITY SCHOOL - MEP UPGRADES

Boiler Room Sched

ID	Task Mode	Task Name	Duration	Start	Finish	Dec 6, '20								
						T	F	S	S	M	T	W	T	F
1	★	School Board Approval	0 days	Tue 1/12/21	Tue 1/12/21									
2	★	Pre-Con Meeting	0 days	Tue 1/19/21	Tue 1/19/21									
3	★													
4	★	PHASE II - Boiler Room Schedule												
5	★	Long lead submittal submission	0 days	Fri 3/26/21	Fri 3/26/21									
6	★	Abatement Window	15 days	Mon 5/10/21	Fri 5/28/21									
7	★	Piping Demo/Space Cleanup	15 days	Mon 5/31/21	Fri 6/18/21									
8	★	Boiler Installation	5 days	Mon 6/21/21	Fri 6/25/21									
9	★	Piping Installation	30 days	Mon 6/28/21	Fri 8/6/21									
10	★	Insulation/Controls	20 days	Mon 8/9/21	Fri 9/3/21									
11	★	Flush/Fill/Clean Piping and Boiler	5 days	Tue 8/31/21	Mon 9/6/21									
12	★	Boiler Startup/Checkout	10 days	Mon 9/6/21	Fri 9/17/21									
13	★	Boiler Completion Milestone	0 days	Tue 9/21/21	Tue 9/21/21									



Project: Boiler Room Schedule
Date: Mon 12/14/20

Task		Manual Summary Rollup	
Split		Manual Summary	
Milestone		Start-only	
Summary		Finish-only	
Project Summary		External Tasks	
Inactive Task		External Milestone	
Inactive Milestone		Deadline	
Inactive Summary		Progress	
Manual Task		Manual Progress	
Duration-only			

NL
12/14/20

Attachment G

NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the Respondent:

Project Name: Lyndale Community School – MEP Upgrades

RFP No: 21-06

I, David Schultz, do state under penalty of perjury under 28 (Name of person signing this declaration)

USC 1746 of the laws of the United States:

1. That I am the authorized representative of Master Mechanical, Inc. (Name of individual, partnership or corporation submitting this proposal)

And that I have the authority to make this declaration for and on behalf of said Respondent;

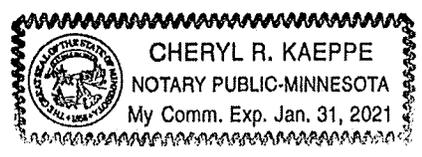
- 2. That, in connection with this proposal, the said Respondent has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;
3. That, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the Respondent or by any of his/her employees or agents to any person who is not an employee or agent of the Respondent or its surety on any bond furnished with the proposal, and will not be communicated to any such person who is not any employee or agent of the Respondent or of the said surety prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in this declaration.

Master Mechanical, Inc. Company Name Authorized Signature (with handwritten signature)

CEO Title 12/7/20 Date

Subscribed and sworn to before me this 7th day of December, 2020 Cheryl Kaeppe (Notary Signature) Proposer's E.I. Number: 41-1564466 (Number used on Employer's Quarterly Federal Tax Return)

Notary Public My Commission Expires Jan 31, 2021



Attachment H

AUTHORIZATION / SIGNATURE DOCUMENT

If a Corporate Office is signing, return only the Acknowledgement of Corporate/Authorization.

If someone other than a Corporate Officer is signing, both the Acknowledgement of Corporation/Authorization and the Authorization of Corporate Agent must be returned.

If you are a Limited Liability Company, sign and return the Acknowledgement of Limited Liability Company Authorized Signature.

If you are a Company or an individual signing on your behalf, sign and have notarized the Contractor requirement at the bottom of the proposal.

Attachment H

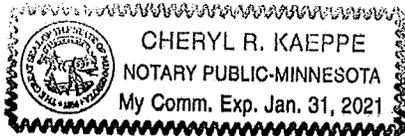
AUTHORIZATION / SIGNATURE DOCUMENT

ACKNOWLEDGEMENT OF CORPORATION AUTHORIZED SIGNATURE

STATE OF MINNESOTA

Corporation
Name of ~~Limited Liability~~ Company Master Mechanical, Inc.
Name of Officer: David Schultz
Title: CEO

The individual identified above appeared to me personally know, who, being by me duly sworn; did say that he/she is in the position identified above for the company listed above, a corporation; and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said they acknowledged said instrument to be the free act and deed of said corporation.



Cheryl Kaeppe
Notary Public
12/7/2020
Date
1/31/2021
My Commission Expires

Attachment H

AUTHORIZATION / SIGNATURE DOCUMENT

ACKNOWLEDGEMENT OF CORPORATION AGENT

Name of Corporation: _____

Name of Authorized Officer: _____

Title: _____ Authorization Date _____

The Corporation identified above does hereby authorize the officer identified above to act as an agent of the Corporation and to bind the Corporation to contracts entered into with MPS. The purpose of this authorization is to allow officials of MPS to accept the individual's signature as an official act of the Corporation. This authorization is effective on the date identified above and remains effective until such time as it is revoked by the corporation's Board of Directors. No revocation of this authorization shall be effective until such time as it is filed with the Purchasing Department at MPS.

Chairman, Board of Directors

Name of Corporation

STATE OF MINNESOTA

Name of Corporation: _____

Name of Individual: _____

Title: _____ Authorization Date _____

The Chairman, Board of Directors identified above, appeared before me personally, known to me to be the Chairman of the Board of Directors of the Corporation identified above who has indicated to me that (s)he is authorized by the Board of Directors of the Corporation to execute the above Authorization of Corporate Agent for purposes of executing contracts with MPS.

Notary Public

Date

My Commission Expires

Attachment H

AUTHORIZATION / SIGNATURE DOCUMENT

ACKNOWLEDGEMENT OF LIMITED LIABILITY AUTHORIZED SIGNATURE

STATE OF MINNESOTA

Name of Limited Liability Company _____

Name of Chief Manager _____

The individual identified above, personally known to me to be the Chief Manager of the company listed above, a Limited Liability Company under Minnesota Law, who has indicated that he/she is authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the Limited Liability Company, and the he/she hereby executes said instrument for and on behalf of the Limited Liability Company.

Notary Public

My Commission Expires

Attachment I

INSURANCE REQUIREMENTS

You are hereby instructed to provide the following insurance. These requirements are based on Article 11 of AIA Document A201, General Conditions of the Contract for Construction, as modified by MPS, and the completion of these instructions is presumed to be based thereon.

A. Contractor's Liability Insurance

Concerning the insurance described in Paragraph 11.1. of AIA Document A201, as modified by MPS, specify the following minimum limits:

1. Worker's Compensation Statutory
 - a) State Statutory
 - b) United States Longshoreman's & Harbor Workers Act Statutory
If applicable
 - c) Employer's Liability:
 1. Bodily Injury by: \$500,000 Each Accident
 2. Accident: \$500,000 Policy Limit
 3. Disease: \$500,000 Each Employee
 - d) Benefits stipulated by labor contract, where applicable

2. Commercial General Liability (including Premises/Operations, Independent Contract's Protective Products and Completed Operations, Broad Form Property Damages):
 - a. Bodily Injury and Property Damage
 1. Each Occurrence \$1,500,000
 2. General Aggregate (per project basis) \$1,500,000
 - b. Products & Completed Operations – to be maintained for three (3) years after final payment:
 1. Aggregate \$1,500,000
 - c. Property Damage Liability Insurance shall provide Coverage for X, C, and U Period
 - d. Broad Form Property Damage Coverage
 - e. Incidental Medical Malpractice
 - f. Contractual Liability (Hold Harmless Coverage)
 - g. Personal Injury
 1. Aggregate \$1,500,000

3. Business Auto Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury & Property Damage
 1. Combined Single Limit
 2. Each Accident \$1,500,000

4. Umbrella Liability insurance policy covering the excess over the limits specified for all employer's liability, commercial general liability, business auto liability, insurance required hereunder with minimum limits of \$5,000,000 Each Occurrence and Aggregate per policy year.
5. Each policy of liability insurance issued shall designate the Owner and Architect as an Additional Insured and the Contractor's insurance issued shall be on a primary and non-contributory basis to any insurance or self-insurance maintained by Owner. Owner is to be insured up to the limits as provided by Minnesota Municipal Tort Liability Statutes (466.04 and 446.06).
6. The insurance companies providing coverage shall waive the right to assert immunity of the Owner as a defense to any claim and endorse these policies accordingly. The Certificate of Insurance shall indicate such a waiver.

By signing this statement, I, David Schultz
(type or print name)

CEO certify that I am duly authorized on behalf of the company
(title)

Master Mechanical, Inc. and do verify under oath that my company is in compliance with each of
(company)

the minimum criteria listed above.

Attachment J - Responsible Contractor Certificate

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statute §16C.285, subdivision 3, or who 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.

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 for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

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.

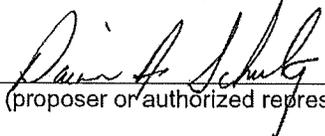
By signing this statement, I, David Schultz,
(type or print name)
_____ certify that I am an owner or officer of the company (title) and do verify under
(title)
oath that my company is in compliance with each of the minimum criteria listed in the law

Master Mechanical, Inc.

(name of the person, partnership or corporation submitting this proposal)

1027 Gemini Road, Eagan, MN 55121

(business address)

Signed:  Date: 12/4/20
(proposer or authorized representative)

Responsible Contractor Certification of Compliance

Project Name: Lyndale Community School – MEP Upgrades

Minn. Stat. §16.285, Subd. 7, **IMPLEMENTATION**. any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify 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.

Minn. Stat. §16.285, 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:

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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

14. 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. 1 §16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** 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.

Minn.Stat. §16.285, 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.

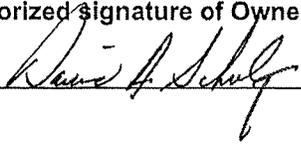
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with anyone of the minimum criteria or a false statement 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

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. §16.285,
- 2) I have included Attachment J with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment J, additional subcontractor list as required.

Authorized Signature of Owner or Officer: 	Printed Name: David Schultz
Title: CEO	Date: 12/7/20
Company Name: Master Mechanical, Inc.	

Responsible Contractor First Tier Subcontractor List
(Submit with Prime Contractor Response)

Project Name: Lyndale Community School – MEP Upgrades

Minn. Stat. §16.285, Subd. 5: 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.

First-tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Morcon Construction	Fridley, MN
Minnesota Controls Systems LLC	New Hope, MN
Insulation Midwest, Inc.	Blaine, MN
Summit Fire Protection	St Paul, MN
Air Systems Engineering	Edina, MN
Preferred Electric, Inc.	Minneapolis, MN
Parallel Technologies, Inc.	Eden Prairie, MN

AL
12/14/20

Responsible Contractor Additional Subcontractor List
(Prime Contractor to submit as subcontractors are added to the project)

Project Name: Lyndale Community School – MEP Upgrades

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

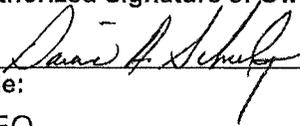
Minn. Stat. §16.285, Subd. 5: If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has 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.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT J

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

All additional subcontractors listed on Attachment J have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer: 	Printed Name: David Schultz
Title: CEO	Date: 12/7/20
Company Name: Master Mechanical, Inc.	

Attachment K – DBP PARTICIPATION STATEMENT



ANTICIPATED DBP PARTICIPATION STATEMENT

Project Name: Lyndale Community School - MEP Upgrades RFP

Contract Number: _____

Federal Aid Project Number (If Applicable): _____

Prime Contractor Name: Master Mechanical, Inc.

Contract Dollar Amount: \$8,459,000.00

Is the prime contractor a register Certified Disadvantage Business Enterprise (MBE, WBE, GLBT, VO, SDV or Disabled)? (Yes O) (No O)

Expected Amount of contract dollars to be subcontracted to DBE(s): \$ 2,404,080

It is our intent to subcontract 28.3 % of the contract dollars to DBE(s). Listed below are the proposed DBE sub-contractors:

<u>DBP(s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>
MCS (WBE)	Controls	\$604,880.00
Dziedzic (WBE)	Caulking	\$10,450.00
SA Jordan (WBE)	Gypsum	\$104,520.00
Preferred Electric (VO, SDV)	Electric	\$1,607,330.00
Sonus Exterior (WBE)	ACT	\$76,900.00

Submitted by: Robert Lund

Title: Project Manager

Email Address: rlund@mastermechanical.com

Telephone: 651-210-7106

Date: 12/7/20

Fax Number: 651-789-4944

Note: The information will be used to track and report anticipated DBE participation on all Minneapolis Public Schools contracts. The anticipated DBP amount will become a part of the contractual terms. This form must be submitted at the pre-construction meeting prior to the commencement of work.

MPS EEO/AAP 1000
An Affirmative Action Equal Opportunity Employer
4/9/2014

RL
12/14/20

Attachment L – BID DOCUMENTS



**USE QUEST CDN LINK www.QuestCDN.com.
Project Number 7382141 FOR BID DOCUMENTS**



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

1250 W. Broadway Ave
Minneapolis, Minnesota 55411
Phone: 612-668-5400

12/12/2020

Master Mechanical Inc.

1027 Gemini Road #A
Eagan, MN 55121

Dear David Schultz,

Minneapolis Public Schools would like to thank you for submitting your bid for our MPS RFP 21-06 Lyndale Community School MEP Upgrades. We recognize and value the time and effort you have put forth in preparing a competitive and viable proposal to meet our District's needs.

We are pleased to inform you that **Master Mechanical Inc.** has been awarded the bid for the Lyndale Community School MEP Upgrades for Minneapolis Public Schools, pending Board Approval and negotiations (if needed).

If you have any questions or concerns, please feel free to contact Nevonja Rainwater at RFX@mpls.k12.mn.us for information regarding the bid process and procurement information.

We look forward to continuing our mutually beneficial working relation with **Master Mechanical Inc.**

Sincerely,

Nevonia Rainwater
Director of Business Services

Minneapolis Public Schools
1250 West Broadway Ave.
Minneapolis, MN 55411
Office: 612-668-0381 Fax: 612-668-0385 Cell: 612-290-9482



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:

The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

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

- i. Coverage A is statutory.
- ii. Coverage B
 - \$500,000 Each Accident
 - \$500,000 Each Employee
 - \$500,000 Policy Limit (Disease)

- b. Comprehensive General Liability Insurance *

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

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

- c. Automobile Insurance

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

- d. Professional Liability Insurance

- i. Per Claim \$2,000,000

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

e. Umbrella Liability Insurance

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

f. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

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

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

2. CONSULTANT’S OBLIGATIONS

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

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

3. PROFESSIONAL LIABILITY INSURANCE

- a. Professional Liability Coverage of \$2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below \$2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."
- b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.
- c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE

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

5. GENERALLY

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

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

Insurance requirements for Contractors

1. CONTRACTOR’S INSURANCE – to be used with AIA A101-2017

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

- | | |
|---|-------------|
| i. General Aggregate | \$1,500,000 |
| ii. Products/Completed Operations Aggregate | \$1,500,000 |
| iii. Per Occurrence | \$1,500,000 |

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

b. Automobile Insurance

- | | |
|----------------------------|-------------|
| i. Per Occurrence | \$1,000,000 |
| ii. PIP | Basic |
| iii. Underinsured Motorist | \$1,000,000 |
| iv. Uninsured Motorist | \$1,000,000 |

c. Workers Compensation

- i. Coverage A is statutory.
- ii. Coverage B \$500,000 Each Accident
- iii. \$500,000 Each Employee

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

- i. Per Claim \$2,000,000

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

e. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

f. Property Insurance

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

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

g. Builders "all risk" Insurance

- i. Per Claim \$2,000,000
- ii. Aggregate \$4,000,000

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

h. Umbrella Liability

- i. Aggregate limit \$5,000,000

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

Exhibit D – Project Schedule

Project Name and Number

RFP#20-21 LYNDALe MEP Upgrades Project.
312 West 34th Street,
Minneapolis, MN 55408

Description

Building-Wide HVAC, Electrical – Lighting LED Upgrades, Fire Alarm, Clock & PA Replacement and Plumbing Upgrades.

Schedule

Substantial Completion

The Work will be substantially complete on or before:

Phase II: August 23, 2021

Phase III: August 22, 2022

Phase IV (Potential): August 21, 2023

Portion of Work

Portion of Work	Completion/Milestone Date(s)
Phase II: Cooling & Electrical Power Distribution available for Administration AHU	August 2, 2021
Phase II: Cooling, Ventilation and Fire Alarm & Public Address (PA) modifications complete & available all areas	August 18, 2021
Phase II: Heating Plant Operations and heating available	October 4, 2021
Phase III: Cooling available for Administration AHU	August 1, 2022
Phase III: Electrical power distribution available in all areas	August 1, 2022
Phase III: Cooling & Ventilation available all areas	August 17, 2022
Phase III: Fire Alarm & Public Address (PA) modifications complete	August 17, 2022
Phase IV (Potential): Cooling available for Administration AHU	August 7, 2023

Phase IV (Potential): Electrical power distribution available	August 7, 2023
Phase IV (Potential): Cooling and Ventilation available all areas	August 17, 2022
Phase IV (Potential): Fire Alarm & Public Address (PA) modifications complete & available	August 21, 2023
Phase IV (Potential): Heating Plant Operations & heating available	October 2, 2023

Building Information Modeling and Digital Data Exhibit

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

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 DIGITAL DATA PROTOCOLS**
- 4 BUILDING INFORMATION MODELING PROTOCOLS**
- 5 OTHER TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party’s waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the “Model,” which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term “Authorized Uses” refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as “confidential.”

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written” or “in writing” shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written notice” shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms “Party” and “Parties” refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party’s right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications		
Project communications		
Architect’s pre-construction submittals		
Contract Documents		
Contractor’s submittals		
Subcontractor’s submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

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

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant	Project Milestone
---------------------------------	-------------------

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- [] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.
- [X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
------------------------------	---------------------------------

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

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

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

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

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- 1 Identification of the Model Element Authors;
- 2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- 3 Identification of the required LOD of each Model Element at each identified Project milestone;
- 4 Identification of the construction classification systems to be used on the Project;
- 5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- 6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- 7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;

Init.

AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:15:52 on 03/23/2018 under Order No. 8259021829 which expires on 03/18/2019, and is not for resale.

User Notes:

(3B9ADA20)

- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
---------------------------------	-------------------

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units. The Model shall be accurately geo-located.
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions as defined in the Owner's Revit and Drafting Standards.
- .5 Processes for aggregating Model files from varying software platforms

- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

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

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party’s responsibility. *(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)*

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	Applicable	Owner	
§ 4.9.2 Wayfinding and Mapping	Applicable	Architect	
§ 4.9.3 Asset/FF & E Management	Applicable	Owner	
§ 4.9.4 Energy Management	Applicable	Owner	
§ 4.9.5 Space Management	Applicable	Owner	
§ 4.9.6 Maintenance Management	Applicable	Owner	

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

Init.

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

ARTICLE 5 OTHER TERMS AND CONDITIONS

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



Additions and Deletions Report for AIA® Document E203™ – 2013

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

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 12:15:52 on 03/23/2018.

PAGE 1

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

PAGE 4

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

PAGE 5

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

...

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

...

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

PAGE 6

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

...

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

PAGE 7

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

...

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

§ 4.9.4	Energy Management	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.5	Space Management	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.6	Maintenance Management	<u>Applicable</u>	<u>Owner</u>	

PAGE 8

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



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:15:52 on 03/23/2018 under Order No. 8259021829 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ - 2013, Building Information Modeling and Digital Data Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)