Request for Proposal (RFP) for Building Envelope Evaluation Consulting Services

RFP# 20-1

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave
Minneapolis, Minnesota 55413-2398

Tou Doua Yang
Issued: 9/9/2019
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SECTION I: OVERVIEW

A. Project Objective

Minneapolis Public Schools (MPS) is seeking quotations from organizations and individuals wishing to provide a consulting services to evaluate the building envelope at five schools sites with higher priority.

Minneapolis Public Schools or Special School District Number 1 (SSD #1) is a school district that is coterminous with the City of Minneapolis, Minnesota. With authority granted by the state legislature, the school board makes policy, selects the superintendent, and oversees the district’s budget, curriculum, personnel, and facilities. Students speak ninety different languages at home and most school communications are printed in English, Hmong, Spanish, and Somali. The District covers over 70 school programs at 65 sites, with approximately 35,000 students and 3,200 teaching staff.

The District intends to select one consultant organization to provide the necessary building envelope evaluation and estimated costs to repair. To facilitate the submission and evaluation of responses, this proposal provides additional background information regarding MPS that will be relevant to the proposal of the building envelope evaluation project.

B. Schedule

1. Issue RFP: 9/9/2019
2. Written Questions Due: 9/20/2019 – 4:00 PM
3. Responses to Questions: 09/30/2019
4. Proposals Due: 10/18/2019 – 2:00 PM
5. Finalists Selected & notified: 11/4/2019
6. Award bid – Selection: 12/01/2019
7. Implementation: January 3, 2020

C. Submission of Written Questions

All questions about the RFP shall be submitted by e-mail by 4:00 p.m. Central Standard Time on or before 09/20/2019 to: Tou Doua Yang at Toudoua.Yang@mpls.k12.mn.us. The District will provide written responses to questions from prospective Proposers no later than 09/30/2019 EOD.

D. Changes to the RFP

Vendors who are solicited for this RFP will be notified by email of any changes in the specifications contained in this RFP. If any changes are issued to this RFP, a good faith attempt will be made to deliver the additional information.

E. Preparation of Response

1. Careful attention must be paid to all requested items contained in this Request. Please read the entire package before submitting a response. Each response shall be prepared simply
and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.

2. For ease of review, the proposals must be orderly and contain a table of contents. Each of the requested elements must be addressed. Each page should be clearly numbered and appropriate section heading and tabs should be used.

3. Each page of the proposal must be sequentially numbered and include the name of the organization.

4. Responses must be double-spaced, with at least than one-inch margins. Font must be at least 12-point.

5. Each section in the response shall be appropriately labeled. Tabs to specific sections are preferred but not required.

6. There is no page limit to the response.

7. The RFP must be submitted in the appropriate order. Each part of the RFP should be separated with a section divider page listing the title of the next part of the RFP that is enclosed. All RFPs should follow the order below:
   a. Title Page
   b. Table of Contents
   c. Cover letter signed by a Principal or Corporate Officer
   d. Organization Information include office locations, number of professionals and length of firm’s existence and history
   e. Project Scope
      i. Provide a narrative regarding the General Business Information detailed in Section III.
      ii. Provide a narrative of your understanding of the scope or work as detailed in Section II
      iii. Provide a specific narrative on your project approach to meet the goals of the scope of work
      iv. Provide examples of similar scopes of work completed by your firm
      v. Provide three references including name, contact information and specific services provided by the firm.
   f. Appendix Materials
      i. Provide a detailed rate sheet for all members in the firm by classification and a specific pricing sheet showing the hourly rates of the specific employees assigned to this project. See Appendix B
      ii. Provide a not to exceed price for each phase of the project as detailed in the scope of services. Follow the outline provided in the scope of services for each task or phase.

F. Submission of Quotations
In order to be considered for selection, organizations must submit a signed electronic (.pdf) response no later than 2:00 p.m. on 10/18/2019 to:

Tou Doua Yang  
Minneapolis Public Schools  
1250 West Broadway Ave.  
Minneapolis, MN 55411

Late submissions will not be accepted
No other distribution shall be made by the organization. It is the sole responsibility of the organization to ensure that the proposal is delivered to the designated person, above, prior to the deadline. No proposal received after the deadline will be considered. No unsolicited corrected or resubmitted proposals will be accepted after the proposal submission deadline.

G. Withdrawal
A submission may be withdrawn by the vendor prior to the date and time for submittal by means of a written request signed by the vendor or its properly authorized representative. Such written request must be delivered to Tou Doua Yang at Toudoua.Yang@mpls.k12.mn.us.

H. Evaluation and Selection Process
1. Quotations will be reviewed by MPS and a recommendation for selection to the Executive Director and Chief Operations Officer. If approved, the District will then proceed with contract development with the selected vendor. The District has no liability to any vendor participating in this process prior to when the authorized District signer signs a contract to that vendor.
2. Selection will be for all five sites in entirety. The consultant will be selected to complete all sites and all reports. No individual site based selection will be made as part of this RFP.

I. Effective Period
Responses must state the period for which the quotation shall remain in effect (i.e., how much time does the District have to accept or reject the quotation). Such period shall not be less than 120 days from the submission date.

J. Form of Contract
MPS uses standard American Institute of Architect (AIA) contracts to engage both professional services and construction services. The proposer shall understand generally the contract conditions that are part of standard AIA contracts. MPS requires specific insurance for professional service firms and construction companies. Copies of the general contract and the requirements can be obtained from Tou Doua Yang at Toudoua.Yang@mpls.k12.mn.us.

K. Award of Contract
The District reserves the right to award deemed most advantageous to the District.

The selected firm(s) shall be required to enter into a written contract or contracts with the District in a form approved by legal counsel for the District. This document and the response, or any part thereof, may be incorporated into and made a part of the final contract(s). The District
reserves the right to negotiate the terms and conditions of the contract(s) with the selected Proposer(s).

L. Contract Term
It is the intent to award the contract for the term of the project.

Proposers must agree to fix contract fees for the term of the contract.

M. Disposition of Submitted Materials
All materials submitted in response to this solicitation will become the property of the District. All information submitted is considered public and may be disclosed to third parties.

N. Cost Incurred in Responding
This solicitation does not commit the District to pay any costs incurred in the preparation and submission of proposals or in making necessary studies for the preparation thereof, nor to procure or contract for services.

O. Assignment
The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.

P. Causes for Termination
Causes for termination of the agreement may include any of the following: Failure to promptly and faithfully provide the services required at the prices indicated in the Proposal; violation of any law governing services provided to the District; failure to cooperate upon receiving any reasonable request for information or service; or improper actions of the officers or employees, which in the opinion of the District, would adversely affect its interest, or endanger the structure of the proposing organization such as a spin off or merger which materially affects the terms of this agreement. The District may terminate the agreement in accordance with the contract language.

SECTION II: SCOPE OF SERVICES

A. Project Background
Minneapolis Public Schools has several buildings in need a various services for the building envelope including tuckpointing, caulking, joint repairs, and other waterproofing. This RFP is for a thorough review of 5 school sites that are believed to be in the most need of building envelope upgrades. The five sites include Barton, Hale, Hall, Nellie Stone Johnson and Sheridan.

B. Description of Expected Services
Minneapolis Public Schools expects the selected consultant to conduct a thorough field review of the 5 selected sites and provide a detailed cost opinion of the costs to repair the building envelope deficiencies that are identified. The field reviews are expected to be conducted using standard visual methods without scaffolding or other methods.
Interior building access shall be limited to non-school hours. Exterior building reviews may be conducted during normal business hours as long as the review is not disruptive. All reviews must be scheduled with MPS prior to reviews being conducted.

The cost estimate for the building envelope repairs shall be at the AACE International Level 3 estimating accuracy with a ±20% accuracy and organized by major CSI division. Contingencies shall be clearly identified and consideration shall be documented for local conditions regarding labor and availability.

Each site reviewed shall include a detailed report of the building envelop condition and areas needing repairs. A total of 5 separate reports are expected. Photographs and narratives for each area of concerns are expected. The reports shall serve as a design basis for MPS to engage a construction company to make repairs.

C. Schedule

The expected project schedule for the reviews of the buildings and the reports shall be negotiated with the selected firm. MPS expects no more than three months from Notice to Proceed to draft reports being delivered.
SECTION III: GENERAL BUSINESS INFORMATION

A. Qualifications and Experience

1. Describe the experience of your organization in providing a similar solution for other school districts. If unable to provide for a school district, describe the experience for another company.

B. Supplier and Employee Equity & Diversity, Sustainability and Community Engagement

1. One of the District's values is equity and diversity for employees, suppliers, and the products that are purchased. We support organizations who support and exhibit equity and diversity in many different areas. Please explain, be specific, how your organization supports and demonstrates this MPS value in regards to Supplier Diversity and Employee Diversity.
2. Is your organization a certified, through a formal certification process from a Diverse Supplier organization i.e. MMSDC, WBENC, Quorum etc or 51% owned or controlled by an individual who represents a diversity category? If yes, please state which one.
3. If yes, please provide a copy of your certification documentation. If yes, but you do not have a certification document please state that here; MPS will also accept a notarized letter of affidavit.
4. Does your company subcontract to Diverse Suppliers? Do you plan on using subcontracted Diverse Suppliers in the provision of the services specified in this RFP?
5. One of the District's values is community engagement and involvement. Please describe, in detail, and provide some examples of how your organization supports this MPS value.
6. One of the District's values is sustainability. Please describe, in detail, and provide some examples of how your organization applies sustainable practices to your operations. (i.e. Hybrid or Eco Friendly fleet, sustainable sourced moving supplies, etc.)

C. Business Ethics

1. How does your organization protect confidential employee and customer information in compliance with applicable privacy legislation?
2. Provide details of where all system processing will be performed and data stored, including information regarding your organization's data practices and procedures for ensuring confidentiality.
3. Describe your process for conducting background and reference checks on new hires including criminal checks and providing that information to School Districts.

D. Fees and Costs

1. Are there any other costs MPS can anticipate that have not been identified in this RFP?
2. Describe detail your fee structure and additional costs, if any but utilizing the attached Pricing spreadsheet. Attached a pricing spreadsheet.

E. Billing and Payment
1. All billing shall be completed through the MPS Concur process. The selected firm is expected to submit invoices through Concur. Firms should submit invoices per site based on the firm fixed price provided in the response.

SECTION V: Appendix
A. Sample AIA Contract C1.03
B. Pricing table
C. Firm Fixed Price Table
APPENDIX A
Sample AIA Contract C1.03
MPS RFP 20-1 Building Envelope Evaluation

AIA Document C103™ – 2015

Standard Form of Agreement Between Owner and Consultant without a
Predefined Scope of Consultant’s Services

AGREEMENT made as of the 17th day of June in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)
Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

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

Consultant’s discipline:
Mechanical and Electrical Engineering

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the “Project.” The “Project” may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a “Project” involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Detailed project description defined in:
EXH-A Project Charter
EXH-B Project Schedule
EXH-C Service Insurance

The Owner and Consultant agree as follows,

MINNEAPOLIS PUBLIC SCHOOLS
1250 W. Broadway
Minneapolis, MN 55411
Toudoua.Yang@mpls.k12.mn.us
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1 INITIAL INFORMATION
2 CONSULTANT’S RESPONSIBILITIES
3 ADDITIONAL SERVICES
4 OWNER’S RESPONSIBILITIES
5 COPYRIGHTS AND LICENSES
6 CLAIMS AND DISPUTES
7 TERMINATION OR SUSPENSION
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11 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(State below Initial Information, such as details of the Project’s site and program; identity of the Architect, Owner’s contractors and other consultants, and Consultants’ subconsultants; anticipated procurement method; and other information relevant to the Consultant’s Services.)

Defined in EXH-A Project Charter

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner’s anticipated design and construction schedule:
.1 Design phase milestones, if any:

Defined in EXH-B Project Schedule

.2 Date for commencement of construction:

Defined in EXH-B Project Schedule

.3 Substantial Completion date:

Defined in EXH-B Project Schedule

.4 Other milestone dates:

Defined in EXH-B Project Schedule

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant’s services, and the Consultant’s compensation.

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User Notes: (3B8AD4A45)
ARTICLE 2 CONSULTANT’S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:
(Describe the scope of the Consultant’s services or identify an exhibit or scope of services document setting forth the Consultant’s services and incorporated into this document in Section 11.2.)

Defined in EXH-A Project Charter

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

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.
(List name, address, and other information.)

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner’s other consultants. The Consultant may communicate with the Owner’s other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant’s services.

§ 2.7 Insurance. The Consultant shall maintain the insurance for the duration of this Agreement as defined in EXH-C.1 Owner (Paragraph Deleted)

Insurance.

(Paragraphs Deleted)

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant’s Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.

(Select one or both choices below.)

[ ] Consultant’s Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner’s approval, a schedule for the performance of the Consultant’s Services. If relevant to the Consultant’s Services, the schedule initially shall include anticipated dates for
design phase milestones, commencement of construction, and for Substantial Completion of the
Work as set forth in the Initial Information. The schedule shall include allowances for periods of
time required for the Owner’s review, for the performance of the Owner’s consultants, and for
approval of submissions by authorities having jurisdiction over the Project. Once approved by the
Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded
by the Consultant or Owner.

[X] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the
time limit(s) set forth in EXH-B Project Schedule:

(Deletions continued)

ARTICLE 3 ADDITIONAL SERVICES
§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services.
The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner’s
written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in
accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER’S RESPONSIBILITIES
§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner
regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the
Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to
evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner’s behalf with respect
to the Project.
(List name, address, and other information.)

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

§ 4.3 The Owner shall render decisions and approve the Consultant’s submittals, if any, in a timely manner in order
to avoid unreasonable delay in the orderly and sequential progress of the Consultant’s services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant.
The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the
Consultant’s services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of
services in contracts between the Owner and each other consultants. The Owner shall require that its other
consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of its other consultants other than those designated in this Agreement, or authorize
the Consultant to furnish them as an Additional Service, when the Consultant requests such services and
demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or
defect in the Project, including errors, omissions, or inconsistencies in the Consultant’s Services.
ARTICLE 5 COPYRIGHTS AND LICENSES
§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant instead transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant’s subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner an irrevocable license to use the Consultant’s Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner’s consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant’s subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

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

ARTICLE 6 CLAIMS AND DISPUTES
§ 6.1 General
§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is substantially complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation
§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant’s services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

☐ [ ] Arbitration pursuant to Section 6.3 of this Agreement
[ X ] Litigation in a court of competent jurisdiction
☐ [ ] Other: (Specify)

§ 6.3 Arbitration
§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.
§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration. Provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant’s option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days’ written notice to the Owner before suspending services. If the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant’s services. The Consultant’s fees for the remaining services and the time schedule shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant’s services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant’s services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant’s services. The Consultant’s fees for the remaining services and the time schedule shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant’s services for more than 60 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days’ written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimburseable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant’s services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant’s anticipated profit on the value of the services not performed by the Consultant.
§ 7.4 The Owner’s rights to use the Consultant’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

Defined in EXH-A Project Charter

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation)

Defined in EXH-A Project Charter

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant’s subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant and Consultant’s subconsultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Defined in EXH-A Project Charter

(Table Deleted)

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.
(Insert rate of monthly or annual interest agreed upon.)

five percent (\(5\) %)

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

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant’s professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

(Paragraph Deleted)

8. All taxes levied on professional services and on reimbursable expenses;
9. Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of five percent (\(5\) %) of the expenses incurred.
§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant’s Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Consultant’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

$0

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

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

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena, or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided these employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.
ARTICLE 11  SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:


(Paragraph Deleted)

3. Scope of Services Exhibit(s) listed in section 2.1

4. Other documents:
   (List other documents hereby incorporated into the Agreement.)

   EXH-A Project Charter
   EXH-B Project Schedule
   EXH-C-3 Owner Insurance

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

OWNER(Signature)                                  CONSULTANT(Signature)

(Printed name and title,)                           (Printed name and title)
Additions and Deletions Report for

AIA® Document C103™ – 2015

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:56:40 ET on 08/12/2019.

PAGE 1

AGREEMENT made as of the 17th day of June, in the year 2019.

... BETWEEN the Owner:

Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

... Larry Justin, P.E., KPI Engineers
670 County Road B
St. Paul, MN 55113

... Mechanical and Electrical Engineering

... Detailed project description defined in:
EXH-A Project Charter
EXH-B Project Schedule
EXH-C 3 Owner’s Insurance

PAGE 2

TABLE OF ARTICLES

... Defined in EXH-A Project Charter

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User Notes: (2854234495)
§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

... 

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than ($). 

... 

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ($) per claim and ($) in the aggregate.

... 

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's own insurance policies. The additional insured coverage shall apply to both ongoing and completed operations.

... 

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

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[X] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement or EXH B Project Schedule.

... 

<table>
<thead>
<tr>
<th>Deliverable(s)</th>
<th>Time Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Describe the deliverable(s))</td>
<td>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</td>
</tr>
</tbody>
</table>

... 

Minneapolis Public Schools – Special School District #1
1250 W. Broadway Avenue
Minneapolis, MN 55411

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User Name: (Redacted)
§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Consultant and the Consultant’s subconsultants. The Owner retains all rights to all Instruments of Service for use in the Project and any existing or future projects.

PAGE 6

[X ] Litigation in a court of competent jurisdiction

...

[ ] Other-Other (Specify)

PAGE 8

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

...

Employee or Category Rate

...

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

...

twenty percent (20 %)

...

The Consultant’s subconsultants’ expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits of the Owner’s request, shall be covered by the Consultant’s subconsultants.

...

§ 8.6.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Consultant plus an administrative fee of five percent (5 %) of the expenses incurred.

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User Name: (209442450)
§ 8.6.1 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

...

S0...

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

...

Special terms and conditions that modify this Agreement are as follows:

PAGE 10

2. AIA Document G702™-2013: Building Information Modeling and Digital Data Exhibit; if completed:

or the following:

EXH-A Project Charter

EXH-B Project Schedule

EXH-C 3 Owner Insurance
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Minneapolis Public Schools, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:56:40 ET on 06/12/2019 under Order No. 0188038492 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C103™ – 2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant’s Services, 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)
APPENDIX B
Pricing Table
Rate Table

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<thead>
<tr>
<th>Role</th>
<th>Range of Hourly Rate</th>
<th>Average Hourly Rate</th>
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<td>Client Manager</td>
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<td>$</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Lead Architect</td>
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<td>$</td>
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<tr>
<td>Lead Engineer</td>
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</tr>
<tr>
<td>Project Engineer</td>
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<tr>
<td>Designer</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Estimator</td>
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<td>$</td>
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<tr>
<td>Administrative</td>
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Average increase per year of rates %

Reimbursable expenses not included in the rates above

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</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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</tr>
<tr>
<td></td>
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</tr>
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</table>

This rate table will be used for additional work requested during the contract period.
APPENDIX C
Firm Fixed Price Table

<table>
<thead>
<tr>
<th>School</th>
<th>Firm Fixed Price *</th>
</tr>
</thead>
<tbody>
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<td>Hall</td>
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<tr>
<td>Nellie Stone Johnson</td>
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</tr>
<tr>
<td>Sheridan</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

* include all labor, expenses and other costs.