

# Annual Organizational and Regular Business Meeting

Tuesday, January 12, 2021 6:00 PM

Online Meeting

1) **Call to Order**

2) **Roll Call**

3) **Adoption of the Agenda**

4) **Acceptance of Minutes**

a. December 8, 2020

5) **Annual Organizational Items**

a. Election of Officers

b. Committee Assignments and Appointments

c. Financial Authorizations

1. Appointment of Deputy Senior Financial Officer  
and Assistant Deputy Treasurer

2. Authorization of Facsimile Signatures

3. Banking Authority for Bremer Bank

4. Banking Authority for Minnesota School District  
Liquid Asset Fund

5. Banking Authority for US Bank National  
Association

6. Banking Authority for Wells Fargo Bank, N.A.

7. Designation of Depositories

8. Designation of Identified Official with  
Authority for the MDE External User Access

9. Electronic Funds Transfer

10. Delegation of Authority to Superintendent of  
Schools

6) **Comments from Departing Directors**

7) **Public Comments**

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

a. COVID-19 Response Planning Update

9) **Policy Committee Report**

a. Repeal of Policy 6420

b. Revision of Policy 6800

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

a. Approval of the Consent Agenda

1. Personnel Items

a. Approval of List A personnel matters (2021-01-ER-A)

b. Approval of List B personnel matters (2021-01-ER-B)

2. Contracts

a. Contract with Construction Results Corp. for Waite Park Elementary Kitchen, Auditorium & Electrical Improvements Project (2021-12985)

b. Contract amendment with INGCO International for additional translation and interpretation support due to Covid-19 (2021-4400000578)

c. Contract Amendment with LHB, Inc. for Loring School Renovation Project Additional Architectural Services (2021-12894)

d. Contract with Project Success for experiential learning opportunities (2021-4400000835)

e. Contract with Sheehy Construction Company for Wenonah Elementary School Addition & Renovation Capital Project (2021-12910)

3. Resolutions

a. Appointment of Ibrahima Diop as Trustee of the Minnesota School District Liquid Asset Fund

b. 2021 Legislative Agenda

c. 2021-22 Budget Priorities

d. Appointments to School Names Committee

e. Repeal of Policy 6412

f. Repeal of Policy 6137

g. Revision of Policy 5680

11) **New Business**

12) **Director Reports**

13) **Adjournment**

**Minneapolis Public Schools – Board of Education**  
**Special School District No. 1**  
**Regular Business Meeting**  
**December 8, 2020**

**I. CALL TO ORDER**

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a business meeting conducted in accordance with Minnesota Statutes 13D.021 on December 8, 2020, commencing at 5:30 pm. Chair Ellison called the meeting to order.

**II. ROLL CALL**

**Present:** Directors: Siad Ali, Jenny Arneson, Kimberly Caprini, Kim Ellison, KerryJo Felder; Nelson Inz, Ira Jourdain, Josh Pauly, Bob Walsler, Student Representative Genene, Superintendent Ed Graff – 11

**III. APPROVAL OF THE AGENDA**

**MOTION:** Director Arneson moved, seconded by Director Felder that the Board of Education, Special School District No. 1, approve the Agenda for December 8, 2020. Motion to approve the agenda was put to a roll-call vote and carried unanimously.

**IV. APPROVAL OF MINUTES**

**MOTION:** Director Pauly moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Minutes for November 10, 2020, and November 13, 2020. Motion to approve the Minutes was put to a roll-call vote and carried out unanimously.

**V. PUBLIC COMMENTS**

Pre-recorded Public Comments were played

**VI. TRUTH IN TAXATION MEETING AND 2021 TAX LEVY CERTIFICATION**

- A. Truth in Taxation Meeting – 6:00 PM, No comments left related to Tax Levy
- B. Final 2021 Tax Levy Certification

**MOTION:** Director Caprini moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the 2021 Tax Levy Certification. Motion to approve the Tax Levy was put to a roll-call vote and carried out unanimously.

**VII. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS**

- A. Fiscal Year 2020 Financial Audit
- B. 2021-2022 Budget Update
  - 1. Pro-Forma Financial Projections
- C. 2021 Legislative Agenda

**VIII. POLICY COMMITTEE REPORT**

- A. Repeal of Policy 6412
- B. Repeal of Policy 6137
- C. Revision of Policy 5680

**IX. ACTION ITEMS BY THE BOARD OF EDUCATION**

**A. Approval of Consent Agenda**

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the Superintendent's contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

- 1. *Personnel Items*
  - a) *Personnel List A*
- 2. *Contracts Requiring Board of Education Approval*
  - a) *Central Roofing Company*
  - b) *Harris St. Paul, Inc.*
  - c) *Pope Architects*
  - d) *292 Design Group*
  - e) *T-Mobile*
  - f) *NASCO*
- 3. *Resolution*
  - a) *Resolution Acknowledging Receipt of the Fiscal Year 2020-21 Financial Audit*

**MOTION:** Director Caprini moved, seconded by Director Ali, that the Board of Education, Special School District No. 1, approve the consent agenda and adopt the recommendations as presented by the Superintendent. The motion to approve the consent agenda was put to a roll-call vote and carried out unanimously.

**B. RESOLUTION TO AMEND THE DISTRICT'S 2020-2021 BUDGET— See Attachment 1 for full Resolution**

**MOTION:** Director Caprini moved, seconded by Director Felder, that the Board of Education, Special School District No. 1, approve the resolution to amend the 2020-2021 budget. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

**C. RESOLUTION REPEALING POLICIES 3120, 3128, 3135, 3145, 3150, 3160, 3195, AND 3430 AND AMENDING POLICY 3005 – See Attachment 2 for full Resolution**

**MOTION:** Director Pauly moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the resolution to amend the listed policies. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

**D. RESOLUTION RELATING TO REMAINING PROCEEDS OF FULL TERM CERTIFICATES OF PARTICIPATION, SERIES 2014D, AND AUTHORIZING THE TRANSFER THEREOF – See Attachment 3 for full Resolution**

**MOTION:** Director Caprini moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the 2014 COP Resolution. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

**E. RESOLUTIONS RELATING TO GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2020B AND 2020C – See Attachments 4 and 5 for full Resolutions**

**MOTION:** Director Caprini moved, seconded by Director Felder, that the Board of Education, Special School District No. 1, approve the resolution authorizing bond sales series 2020B. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

**MOTION:** Director Caprini moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the resolution authorizing bond sales series 2020C. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

**X. NEW BUSINESS**

A. Introduction of 2021-2022 Budget Priorities Resolution

**XI. REPORTS AND COMMENTS FROM BOARD DIRECTORS**

All Directors and Student Representative Geneve gave comments.

**XII. ADJOURNMENT**

**MOTION:** Director Arneson moved, seconded by Director Walser that the Board of Education, Special School District No. 1, adjourn the meeting at 8:40 p.m. The motion to adjourn was put to a vote and carried out unanimously.

**SPECIAL SCHOOL DISTRICT NO. 1**  
**Board of Education**  
December 8, 2020

**RESOLUTION TO AMEND THE DISTRICT'S 2020-2021 BUDGET**

**WHEREAS**, there is a decrease in the adjusted daily membership of the District due to the COVID-19 pandemic which reduces anticipated revenue,

**WHEREAS**, the District is managing position vacancies due to fewer students and further reducing other expenses to offset the additional costs required for COVID-19 expenses such as 1:1 devices, mobile hotspots, PPE, child care for critical care workers and distance learning material,

**WHEREAS**, the District is allowed a one-time carryforward of unspent Achievement and Integration dollars of \$3.2 million,

**WHEREAS**, the District's Grants funds are increased due to CARES Act funding related to the COVID-19 pandemic,

**WHEREAS**, the District's Food Service fund has reduced revenue and expenses due to the COVID-19 pandemic,

**WHEREAS**, the District's Community Service fund has decreased revenue and expenses due to the COVID-19 pandemic requirement at fee-based programs,

**WHEREAS**, the District's budget is as amended as follows:

<b>REVENUE</b>	<b>ORIGINAL</b>	<b>AMENDED</b>
General Operating Fund	\$540,202,099	\$531,050,738
General Fund Grants	\$ 51,400,000	\$ 87,324,289
General Fund Special Revenue	<u>\$ 9,000,000</u>	<u>\$ 9,000,000</u>
Total General Fund	\$600,602,099	\$627,375,027
Food Service Fund	\$ 24,020,463	\$ 20,974,189
Community Service Fund	\$ 32,237,463	\$ 30,824,799
<b>EXPENSES</b>	<b>ORIGINAL</b>	<b>AMENDED</b>
General Operating Fund	\$552,468,174	\$554,107,738
General Fund Grants	\$ 51,400,000	\$ 87,324,289
General Fund Special Revenue	<u>\$ 9,000,000</u>	<u>\$ 9,000,000</u>
Total General Fund	\$612,868,174	\$650,432,027
Food Service Fund	\$ 24,020,463	\$ 20,974,189
Community Service Fund	\$ 35,472,811	\$ 33,171,674

**NOW, THEREFORE BE IT HEREBY RESOLVED** that the Board of Directors of Special School District No. 1 approves the above mentioned revenue and expenditure amended general fund budget for the fiscal year 2020-2021.

Signed by:

\_\_\_\_\_  
Kim Ellison  
Board of Education Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Josh Pauly  
Board of Education Clerk

\_\_\_\_\_  
Date

MINNEAPOLIS PUBLIC SCHOOLS  
RESOLUTION 2020-0056

RESOLUTION REPEALING POLICIES 3120, 3125, 3128, 3135, 3145, 3150, 3160,  
3195, AND 3430 AND AMENDING POLICY 3005

WHEREAS, The District is required by law to have several policy provisions related to budget; and

WHEREAS, it is in the best interest of clarity and transparency to have these provisions be contained in one policy instead of in several different policies;

WHEREAS, the Board's Policy and Finance Committees have recommended this proposal.

NOW THEREFORE, be it resolved that the Board of Directors, Special School District No. 1 adopts the changes as follows:

**SECTION 1:** REPEAL “Policy 3120: Budget Preparation” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3120: Budget Preparation (Repealed)~~

~~The goal of the budget preparation process is to design a budget that meets the education goals established by the Board of Education within parameters of the financial resources available. In order to accomplish this goal, it will be necessary for the individual program managers to focus on the identification, quantification, and initial prioritization of their program's needs. The annual budget preparation should be compatible with the long-range goals of the school district.~~

~~The Associate Superintendent for Finance and Operations and the Director of Finance shall accumulate all budget requests and submit a tentative annual budget document for the School District to the Cabinet for approval. The Superintendent shall then present the administration's balanced budget to the Board for approval by June 30th of each year.~~

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

~~**Revised Dates:**  
11/09/1971, 10/09/1973, 10/30/1990~~

~~**Legal Reference:**~~

- M.S.121.908 Subd.3a

**SECTION 2:**        **REPEAL** “Policy 3125: Budget Preparation” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3125: Budget Preparation (Repealed)~~

~~The operating budget will describe the major goals to be achieved, and the services and programs to be delivered for the level of funding provided.~~

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

**SECTION 3:**        **REPEAL** “Policy 3128: Performance Indicators” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3128: Performance Indicators (Repealed)~~

~~Where possible, the Minneapolis Public Schools will integrate performance measurement and productivity indicators with the budget.~~

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

**SECTION 4:**        **REPEAL** “Policy 3430: Periodic Financial Reports” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3430: Periodic Financial Reports (Repealed)~~

~~Regular monthly and annual financial reports will present a summary of financial activity by major types of funds. Monthly financial reports will be presented to the Board of Education Finance Committee. The Comprehensive Financial Report will be presented through the Finance Committee to the Board of Education.~~

**Original Adoption:**

~~04/25/1967~~

**Revision Dates:**

~~11/9/71, 10/9/73, 10/30/90~~

**SECTION 5:**        **REPEAL** “Policy 3135: Budget Review, Adoption, Publication” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3135: Budget Review, Adoption, Publication (Repealed)~~

~~The organization and content of the budget shall be presented to the Board of Education by the Superintendent of Schools, assisted by staff, before it is official for public review. The Superintendent of Schools may call for a public review of the tentative budget document which shall be scheduled in as many locations of the district as practical and at a date(s) to allow for public reaction in accordance with any legal requirements. The tentative budget document shall be approved by the Board by the date set in State statute and be published and distributed to all interested parties.~~

**Original Adoption:**

~~04/25/1967~~

**SECTION 6:**        **REPEAL** “Policy 3145: Budget As A Spending Plan” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3145: Budget As A Spending Plan (Repealed)~~

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

**Original Adoption:**

04/25/1967

**SECTION 7:**        **REPEAL** “Policy 3150: Budget Reports” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3150: Budget Reports (Repealed)~~

~~The Minneapolis Public Schools' administration will prepare regular monthly reports comparing actual revenues and expenditures to the budgeted amount.~~

**Original Adoption:**

04/25/1967

**SECTION 8:**        **REPEAL** “Policy 3160: Current Expenditures” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3160: Current Expenditures (Repealed)~~

~~The Minneapolis Public Schools and each school and department within will pay for all current expenditures with current revenues.~~

**Original Adoption:**

10/30/1990

**SECTION 9:**        **REPEAL** “Policy 3195: Revenue Projections” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3195: Revenue Projections (Repealed)~~

~~The Minneapolis Public Schools will estimate its revenues by an objective analytical process. The Director of Finance, under the supervision of the Associate Superintendent for Finance and Operations, will project revenue for the next three years and update this projection annually. Each existing and potential revenue source will be reexamined annually.~~

**Original Adoption:**

10/30/1990

**SECTION 10:**            **AMENDMENT** “Policy 3005: Budget” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3005: Budget

~~The Board of Education recognizes the importance of providing an educational environment that maximizes each child's opportunity to learn. Business matters and other non-instructional business operations of the district must be constantly assessed to determine how well they enhance the instructional program. The administrators of the district shall be responsible for the continuous evaluation of the business operations. New policies and procedures shall be recommended by the Superintendent to the Board whenever needed as long as they are in keeping with the laws of the state and the principles of fiscal responsibility.~~

**1. PURPOSE**

The purpose of this policy is to establish parameters to ensure the School District's revenue and expenditure budgets are in accordance with the applicable provisions of law.

**2. GENERAL STATEMENT OF POLICY**

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

**3. PREPARATION**

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

**4. ADOPTION**

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

**5. PUBLICATION**

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

**6. MODIFICATION**

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

**7. REPORTING**

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

**8. PROJECTIONS**

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

Services Funds for the next three years.

**9. RESPONSIBILITY AND AUTHORIZATION**

- a. The School Board places the responsibility for administering the adopted budget with the Superintendent. The Superintendent may delegate duties related thereto to other officials, but maintains the ultimate responsibility for this function.
- b. The Superintendent shall have power to approve and direct expenditures in accordance with the budget.

**Original Adoption:**

04/25/1967 (as Policy 3000)

**Revised Dates:**

10/9/1973, 02/26/1991

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

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Arneson	_____	_____	_____	_____
Felder	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Walser	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Pauly	_____	_____	_____	_____
Ellison	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Kim Ellison, Chair, Minneapolis  
Public Schools

\_\_\_\_\_  
Josh Pauly, Clerk, Minneapolis Public  
Schools

**SPECIAL SCHOOL DISTRICT NO. 1**  
**Board of Education**  
December 8, 2020

**RESOLUTION RELATING TO REMAINING PROCEEDS  
OF FULL TERM CERTIFICATES OF PARTICIPATION,  
SERIES 2014D, AND AUTHORIZING THE TRANSFER  
THEREOF**

**WHEREAS**, Special School District No. 1 (Minneapolis), Minnesota (the “District”) entered into a Lease-Purchase Agreement dated as of December 1, 2014 (the “Lease”), between the District, as lessee, and U.S. Bank National Association, as trustee (the “Trustee”), as lessor, and a Trust Agreement dated as of December 1, 2014 (the “Trust Agreement”), between the District and the Trustee;

**WHEREAS**, the forms of such documents were approved by resolution of the Board of Education of the District (the “Board”);

**WHEREAS**, pursuant to the Trust Agreement, the District authorized the Trustee to execute and deliver Full Term Certificates of Participation, Series 2014D, in the Lease in the aggregate principal amount \$125,570,000 (the “Certificates”);

**WHEREAS**, pursuant to the Trust Agreement, there was established with the Trustee a special trust fund and within it, a Project Acquisition Account and a Certificate Account;

**WHEREAS**, the Trust Agreement provides that after completion of the construction, acquisition and installation of the financed projects and receipt by the Trustee of a completion certificate, or on December 23, 2017, if earlier, the Trustee shall transfer any amounts remaining in the Project Acquisition Account (“Remaining Proceeds”) into the Certificate Account, and upon deposit of such amounts into the Certificate Account, such amounts shall be segregated into a separate subaccount and applied as a credit against the principal component of the next succeeding and subsequent rental payments due by the District following the date of such deposit;

**WHEREAS**, the District provided the Trustee with a completion certificate and the Trustee has applied Remaining Proceeds to the payment of amounts due on the Certificates; and

**WHEREAS**, the District now desires to ratify all actions heretofore taken with respect to the Certificates and the Remaining Proceeds thereof.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Special School District No. 1 (Minneapolis), Minnesota, as follows:

Section 1. Authorization. The Board hereby ratifies and approves all action heretofore taken by officers and employees of the District, in accordance with the provisions of the Trust Agreement, including but not limited to, the transfer of Remaining Proceeds in the amount of \$3,197,268.00 to the Trustee for application to the payment of the Certificates:

R-07-005-000-000-649-000	Permanent Transfers from Other Funds (\$3,197,268.00)
E-06-005-870-000-910-000	Permanent Transfers to other Funds \$3,197,268.00

Signed by:

\_\_\_\_\_  
Kim Ellison  
Board of Education Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Josh Pauly  
Board of Education Clerk

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO. 1  
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the “District”), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted by the affirmative vote of six or more members of the Board of Education of the District at a lawful meeting duly called and held on December 8, 2020, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this \_\_\_\_ day of December, 2020.

\_\_\_\_\_  
School District Clerk

RESOLUTION RELATING TO \$[\_\_\_\_\_] GENERAL  
OBLIGATION SCHOOL BUILDING BONDS, SERIES 2020B;  
AWARDING THE SALE THEREOF; PRESCRIBING THE  
FORM AND DETAILS THEREOF; AND AUTHORIZING  
THEIR ISSUANCE

BE IT RESOLVED by the Board of Education (the “Board”) of Special School District No. 1 (Minneapolis), Minnesota (the “District”), as follows:

Section 1. Authorization and Sale

1.01. Pursuant to Minnesota Statutes, Chapter 475, and Section 128D.11, the District, by a two-thirds majority vote of all the members of the Board and without any election by the voters of the District, is authorized to issue and sell in calendar year 2020, general obligation bonds of the District in an amount not to exceed \$61,883,270, including \$15,000,000 as a carry forward from calendar year 2019 and \$1,237,665 as additional bonds representing interest as authorized by Minnesota Statutes, Section 475.56. The carry forward amount from calendar year 2020 to calendar year 2021 is provided in Section 1.03.

1.02. This Board finds, determines and declares that it is in the best interest of the District to proceed forthwith to issue its General Obligation School Building Bonds, Series 2020B in the principal amount of \$[\_\_\_\_\_], including in such issue of bonds \$0 representing interest as authorized by Minnesota Statutes, Section 475.56, to finance the rehabilitating, remodeling, expanding, and equipping of existing school buildings, the acquisition of sites, construction, and equipping of new school buildings and the acquisition and betterment of District facilities, and to pay costs of issuing the Bonds (as hereinafter defined); provided, however, that the proceeds of the Bonds shall not be used to finance any project for which a favorable review and comment has not been received from the Minnesota Department of Education, if such a favorable review and comment is required by the provisions of Minnesota Statutes, Section 123B.71. On November 18, 2020, the District received a positive review and comment with respect to proposed project at North High School and has discussed the same at this or another public meeting. The \$[\_\_\_\_\_] in total principal amount of General Obligation School Building Bonds, Series 2020B is referred to herein as the “Bonds.”

1.03. PFM Financial Advisors LLC, municipal advisor to the District, has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals is ascertained to be that of [\_\_\_\_\_] (the “Purchaser”), who offered to purchase the Bonds at a price of \$[\_\_\_\_\_] (\$[\_\_\_\_\_] in par amount of Bonds [plus original issue premium][less original issue discount] in the amount of \$[\_\_\_\_\_] less Purchaser compensation of \$[\_\_\_\_\_] plus accrued interest from the date of the Bonds to the date of delivery thereof, and upon the further terms and conditions set forth in this resolution. The amount of bonding authority carried forward from 2020 to 2021 pursuant to Minnesota Statutes, Section 128D.11, subdivision 3, is hereby determined to be \$[15,000,000].

1.04. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing

and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2.     Form of Bonds

2.01.   The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3.     Bond Terms, Execution and Delivery

3.01.   Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated “General Obligation School Building Bonds, Series 2020B.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>

3.02.   Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2021, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of December [29], 2020, and upon authentication of any Bond the Registrar described herein shall indicate therein the date of such authentication.

3.03.   Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a)     Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of

Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an

appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank National Association as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the years 2031 and thereafter shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in \$5,000 principal amounts selected by the Registrar by lot, on February 1, 2030, or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the

Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Chief Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute

such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds or maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer between the date of execution.

Section 4. Use of Proceeds; Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the "Project Fund") and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. So long as any of the Bonds are outstanding and any principal or interest thereon remains unpaid, the District shall maintain as a separate account on its books and records the sinking fund heretofore established (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery, and (d) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth below, as a part of other general taxes of the District, as follows:

Levy Year

Collection Year

Amount

SEE ATTACHED SCHEDULE

The foregoing taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If on October 1 in any year the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings and Tax Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor") a certified copy of this resolution together with such other information as the County Auditor shall require, and to obtain from the

County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations promulgated thereunder (the "Regulations"), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by bond counsel to the District to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided, however, that this certification shall not apply (i) with respect to certain de

minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.07. The preliminary Official Statement, dated December [ ], 2020, prepared and distributed by PFM Financial Advisors LLC on behalf of the District, is hereby ratified and approved and the officers of the District are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the preliminary Official Statement and the final Official Statement to be dated on or about December [ ], 2020, which final Official Statement is also hereby approved. PFM Financial Advisors LLC is hereby authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date hereof a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

**Section 7. State Payment; District and Bond Registrar Obligations**

7.01. The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Chief Financial Officer, or

any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 8. Continuing Disclosure

8.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, Section 8.03.

“*Beneficial Owner*” means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“*Financial Obligation*” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“*Holder*” means the registered holders of the Bonds, as recorded in the registration books of the Registrar (as defined in the Trust Agreement).

“*Listed Events*” means the events listed in Section 8.04.

“*MSRB*” means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“*Participating Underwriter*” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

8.02. Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

8.03. Provision of Annual Reports.

- (i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2020), the District shall, either directly or indirectly through an agent

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designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District's fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 8.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

- (ii) The Annual Report must contain or include by reference the following:
  - (1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA promptly after they become available.
  - (2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Bonds under the following headings or captions, which information may be unaudited:
    - (A) Financial Summary
    - (B) Indebtedness
    - (C) Property Valuations and Taxes
    - (D) Financial Information
- (iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official

statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

8.04. Reporting of Significant Events.

- (i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:
  - (1) Principal and interest payment delinquencies.
  - (2) Non-payment related defaults, if material.
  - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
  - (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
  - (5) Substitution of credit or liquidity providers, or their failure to perform.
  - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
  - (7) Modifications to rights of security holders, if material.
  - (8) Bond calls, if material, and tender offers.
  - (9) Defeasances.
  - (10) Release, substitution, or sale of property securing repayment of the securities, if material.
  - (11) Rating changes.
  - (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

*For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the*

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*obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.*

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
  - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
  - (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
  - (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
  - (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Trust Agreement.

8.05. Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

8.06. Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

8.07. Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 8.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

8.08. Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

8.09. Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under the Lease, the Trust Agreement or this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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EXHIBIT A

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)  
GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2020B

R-\_\_\_\_ \$\_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December [__], 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the “District”), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2021, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank National Association, in St. Paul, Minnesota, has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of \$[\_\_\_\_\_] (the “Bonds”), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 128D.11, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted

December 8, 2020 (the “Resolution”). This Bond is payable primarily from the Debt Service Fund (the “Debt Service Fund”) of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds of this issue are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the years 2031 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2030, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the

principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

\_\_\_\_\_  
(Facsimile Signature)  
Chair of the Board of Education

\_\_\_\_\_  
(Facsimile Signature)  
School District Clerk

\_\_\_\_\_  
CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Bond Registrar

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants  
in common

UTMA ..... as Custodian for .....  
(Cust) (Minor)

TEN ENT — as tenants  
by the entireties

under Uniform Transfers to  
Minors Act .....  
(State)

JT TEN — as joint tenants with  
right of survivorship  
and not as tenants in  
common

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto  
the  
within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
attorney to transfer the within Bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

PLEASE INSERT SOCIAL SECURITY  
OR OTHER IDENTIFYING NUMBER OF  
ASSIGNEE:

\_\_\_\_\_

NOTICE: The signature to this assignment must  
correspond with the name as it appears upon the  
face of the within Bond in every particular,  
without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an  
“eligible guarantor institution” meeting the  
requirements of the Registrar, which  
requirements include membership or  
participation in STAMP or such other  
“signature guaranty program” as may be  
determined by the Registrar in addition to or  
in substitution for STAMP, all in accordance  
with the Securities Exchange Act of 1934, as  
amended.

**SCHEDULE**

[TO COME]

SPECIAL SCHOOL DISTRICT NO. 1  
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the “District”), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted by the Board of Education of the District at a lawful meeting duly called and held on December 8, 2020, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this \_\_\_\_ day of December, 2020.

\_\_\_\_\_  
School District Clerk

RESOLUTION RELATING TO \$[\_\_\_\_\_] GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BONDS, SERIES 2020C; AWARDING THE SALE THEREOF; PRESCRIBING THE FORM AND DETAILS THEREOF; AND AUTHORIZING THEIR ISSUANCE

BE IT RESOLVED by the Board of Education (the “Board”) of Special School District No. 1 (Minneapolis), Minnesota (the “District”), as follows:

Section 1. Authorization and Sale

1.01. Pursuant to Minnesota Statutes, Section 123B.595, the District, with the approval of the Commissioner of Education of the State of Minnesota and after proper notice, is authorized to issue and sell general obligation bonds of the District to finance facilities plans approved under Minnesota Statutes, Section 123B.595. The Board has heretofore approved the District’s ten-year facilities plan (the “Plan”) and on October 23, 2020, the District received written approval from the Commissioner of Education of its ten-year facilities plan (the “Plan”) and a bond issue up to \$32,244,126. The levy of ad valorem taxes for the payment of the principal of and interest on bonds issued in 2020 to finance such Plan was approved as part of the Minnesota Department of Education (“MDE”) Levy Limitation and Certification 2020-2021. The Board hereby ratifies all action heretofore taken by District staff with respect to the Plan and publication of the notice required by Minnesota Statutes, Section 123B.595, Subd. 5(b).

1.02. This Board finds, determines and declares that it is in the best interest of the District to proceed forthwith to issue its General Obligation Long-Term Facilities Maintenance Bonds, Series 2020C in the principal amount of \$[\_\_\_\_\_], including in such issue of bonds \$0 representing interest as authorized by Minnesota Statutes, Section 475.56, to finance the projects included in the Plan and to pay costs of issuing the Bonds (as hereinafter defined); provided, however, that the proceeds of the Bonds shall not be used to finance any project for which a favorable review and comment has not been received from the Minnesota Department of Education, if such a favorable review and comment is required by the provisions of Minnesota Statutes, Section 123B.71. The \$[\_\_\_\_\_] in total principal amount of General Obligation Long-Term Facilities Maintenance Bonds, Series 2020C is referred to herein as the “Bonds.”

1.03. PFM Financial Advisors LLC, municipal advisor to the District, has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals is ascertained to be that of [\_\_\_\_\_] (the “Purchaser”), who offered to purchase the Bonds at a price of \$[\_\_\_\_\_] (\$[\_\_\_\_\_] in par amount of Bonds [plus original issue premium][less original issue discount] of \$[\_\_\_\_\_] less Purchaser compensation of \$[\_\_\_\_\_] plus accrued interest from the date of the Bonds to the date of delivery thereof, and upon the further terms and conditions set forth in this resolution.

1.04. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3. Bond Terms, Execution and Delivery

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated “General Obligation Long-Term Facilities Maintenance Bonds, Series 2020C.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2021, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of December [29], 2020, and upon authentication of any Bond the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the

designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the years 2031 and thereafter shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in \$5,000 principal amounts selected by the Registrar by lot, on February 1, 2030, or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the

contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

## Attachment 5

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Chief Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds or maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer between the date of execution.

### Section 4. Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the "Project Fund") and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 5(c), the portion of long-term facilities maintenance revenue for bonded debt must be recognized in the debt service fund of the District (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the

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payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery, (d) any long-term facilities maintenance equalized aid receivable under Minnesota Statutes, Section 123B.595, subdivision 9, and (e) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 12, the portion, if any, of long-term facility maintenance revenue not recognized in the Debt Service Fund shall be maintained with the general fund of the District in a reserve account pledged to the payment of Plan costs not financed by the Bonds. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth below, as a part of other general taxes of the District, as follows:

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
------------------	------------------------	---------------

SEE ATTACHED SCHEDULE

The foregoing taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If on October 1 in any year the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrepealable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 6, if the debt service revenue required to pay the principal and

interest on the Bonds exceeds the District's long-term facilities maintenance revenue for the same fiscal year, the District's general fund levy must be reduced by the amount of the excess.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings and Tax Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor") a certified copy of this resolution together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations promulgated thereunder (the "Regulations"), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax

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Certificate, except to the extent compliance therewith is deemed by bond counsel to the District to be unnecessary to maintain the tax-exempt status of the Bonds. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by bond counsel to the District to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided, however, that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.07. The preliminary Official Statement, dated as of December [ ], 2020, prepared and distributed by PFM Financial Advisors LLC on behalf of the District, is hereby ratified and approved and the officers of the District are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the preliminary Official Statement and the final Official Statement to be dated on or about December [ ], 2020, which final Official Statement is also hereby approved. PFM Financial Advisors LLC is hereby authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date hereof a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Section 7. State Payment; District and Bond Registrar Obligations

The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Chief Financial Officer, or any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 8. Continuing Disclosure

8.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, Section 8.03.

“*Beneficial Owner*” means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“*Financial Obligation*” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation,

or (iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“*Holder*” means the registered holders of the Bonds, as recorded in the registration books of the Registrar (as defined in the Trust Agreement).

“*Listed Events*” means the events listed in Section 8.04.

“*MSRB*” means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“*Participating Underwriter*” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

8.02. Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

8.03. Provision of Annual Reports.

- (i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2020), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 8.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.
- (ii) The Annual Report must contain or include by reference the following:
  - (1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof.

If the District's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA promptly after they become available.

(2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Bonds under the following headings or captions, which information may be unaudited:

- (A) Financial Summary
- (B) Indebtedness
- (C) Property Valuations and Taxes
- (D) Financial Information

(iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

#### 8.04 Reporting of Significant Events.

- (i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:
- (1) Principal and interest payment delinquencies.
  - (2) Non-payment related defaults, if material.
  - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
  - (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
  - (5) Substitution of credit or liquidity providers, or their failure to perform.
  - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

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- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

*For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.*

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
  - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
  - (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
  - (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall,

either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

- (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Trust Agreement.

8.05. Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

8.06. Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

8.07. Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the

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reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 8.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

8.08. Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

8.09. Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under the Lease, the Trust Agreement or this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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**EXHIBIT A**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)  
GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BOND, SERIES 2020C

R-\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December [__], 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the “District”), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2021, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank National Association in St. Paul, Minnesota has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of \$[\_\_\_\_\_] (the “Bonds”), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 123B.595, and pursuant to and in full

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conformity with resolutions of the Board of Education of the District, including a resolution adopted December 8, 2020 (the “Resolution”). This Bond is payable primarily from the Debt Service Fund (the “Debt Service Fund”) of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds of this issue are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the years 2031 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2030, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the

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principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

**Attachment 5**

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

\_\_\_\_\_  
(Facsimile Signature)  
Chair of the Board of Education

\_\_\_\_\_  
(Facsimile Signature)  
School District Clerk

\_\_\_\_\_  
CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Bond Registrar

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants  
in common

UTMA ..... as Custodian for .....  
(Cust) (Minor)

TEN ENT — as tenants  
by the entireties

under Uniform Transfers to  
Minors Act .....  
(State)

JT TEN — as joint tenants with  
right of survivorship  
and not as tenants in  
common

Additional abbreviations may also be used, though not in the above list.  
\_\_\_\_\_

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto  
the  
within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
attorney to transfer the within Bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

PLEASE INSERT SOCIAL SECURITY  
OR OTHER IDENTIFYING NUMBER  
OF ASSIGNEE:

NOTICE: The signature to this assignment must  
correspond with the name as it appears upon the  
face of the within Bond in every particular,  
without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an  
“eligible guarantor institution” meeting  
the requirements of the Registrar, which  
requirements include membership or  
participation in STAMP or such other  
“signature guaranty program” as may be  
determined by the Registrar in addition to  
or in substitution for STAMP, all in  
accordance with the Securities Exchange  
Act of 1934, as amended.

**SCHEDULE**

[TO COME]

# 2021 Committee Assignments and Appointments

**Policy Committee:** Ali, Arneson, Cerrillo, Ellison, Pauly

**Finance Committee:** Caprini, El-Amin, Ellison, Inz, Jourdain

**Audit Committee:** Caprini, El-Amin, Ellison, Inz, Jourdain

**Superintendent Evaluation Committee:** Arneson, Caprini, Ellison, Pauly

**English Language Learner (ELL) Caucus:** Ali, Cerrillo, Ellison, Inz

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**AchieveMpls Alternate:** Ali

**Council of Great City Schools (CGCS) Representative:** Ali

**CGCS Alternate:** Arneson

**City of Mpls Planning Commission:** Caprini

**City of Mpls Neighborhood Revitalization Program (NRP) Board:** El-Amin

**Association of Metropolitan School Districts (AMSD) Representative:** Cerrillo

**Metropolitan Urban Indian Directors (MUID), Phillips Indian Educators (PIE)  
Representative:** Ellison

**MN School Boards Association (MSBA) Delegates:** Ali, Arneson, Caprini, Cerrillo,  
Pauly

**Youth Coordinating Board (YCB):** Arneson, El-Amin

**World's Best Workforce (WBWF) Advisory Committee Liaison:** Inz

SPECIAL SCHOOL DISTRICT NO.1  
Board of Education

January 12, 2021

**APPOINTMENT OF DEPUTY TREASURER AND ASSISTANT DEPUTY TREASURER**

**WHEREAS**, at its annual meeting each year, the Minneapolis Public Schools Board of Education Annual Meeting, makes a recommendation on the appointment of Deputy Treasurer and Assistant Deputy Treasurer; and

**WHEREAS**, the Superintendent and Senior Financial Officer supports the recommendation of such appointments;

**THEREFORE, BE IT RESOLVED THAT**, the Board of Education, Special School District No. 1, approve the appointment of Ibrahima Diop (Senior Financial Officer) also acting as Deputy Treasurer, and Kate McKay (Manager of Accounting and Finance) as Assistant Deputy to the Board of Education of Special School District No. 1 for the remainder of calendar year 2021.

Signed by:

\_\_\_\_\_  
Board of Education Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO.1  
Board of Education

January 12, 2021

**AUTHORIZATION OF FACSIMILE SIGNATURES**

**WHEREAS**, M.S. 47.41 permits the depositories approved at the annual meeting of the Board of Education be authorized to accept facsimile signatures of the Chairperson, Clerk and Treasurer for checks and other orders on funds on deposit; and

**WHEREAS**, the Senior Financial Officer recommends the authorization;

**THEREFORE, BE IT RESOLVED THAT**, the Board of Education, Special School District No. 1, adopt the attached "Corporate Resolution for Facsimile Signatures" for each institution designated as a depositor at this meeting of the Board of Education.

Signed by:

\_\_\_\_\_  
Board of Education Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Date

C.

CORPORATE RESOLUTION  
for  
FACSIMILE SIGNATURES

This is to certify: That at a meeting of the Board of Education of the Special School District No. 1, Minneapolis, MN duly called and held January 12, 2021, the following resolution was adopted:

RESOLVED, That US Bank National Association, as a designated depository of this Corporation, be and it is hereby requested, authorized and directed to honor all checks, drafts, or other orders for the payment of money drawn in this corporation's name, including those drawn to the individual order of any person or persons whose name or names appear thereon as signer or signers thereof, when bearing or purporting to bear the facsimile signature(s) of any three of the following:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Treasurer

and said bank shall be entitled to honor and to charge this Corporation for all such checks, drafts or other orders without liability to determine whether the person or persons affixing the facsimile signature or signatures thereon have or had authority to do so and regardless of by whom or by what means the facsimile signature or signatures resemble the facsimile specimens from time to time furnished to or filed with said bank by the Secretary or any other officer of this Corporation.

BE IT FURTHER RESOLVED, That any and all resolutions heretofore adopted by the Board of Education of this Corporation and certified to said bank as governing the operation of this Corporation's account(s) with it, be and are hereby continued in full force and effect, except as the same may be supplemented or modified by the foregoing part of this resolution.

In Witness Whereof, I have hereunto affixed my name as Clerk and have caused the corporate seal of said Corporation to be hereto affixed this

12<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Clerk

SPECIAL SCHOOL DISTRICT NO.1  
Board of Education

January 12, 2021

**RESOLUTION REGARDING BANKING AUTHORITY FOR BREMER BANK**

**RESOLVED**, that Bremer Bank (herein called the "Bank") be and is hereby designated as a depository of Special School District No. 1, Minneapolis, Minnesota (Federal Tax Identification Number 41-0851980) (Herein called the "District") with authority to accept or receive at any time for the credit of the District deposits by whomsoever made of funds and other property in whatever form or manner transferred or endorsed, whether made as demand deposits, savings deposits, or time deposits.

**RESOLVED**, that the person or persons from time to time holding the following offices of the District be designated "Authorized Signer(s)".

Senior Financial Officer  
Executive Director of Finance  
Assistant Deputy Treasurer

**RESOLVED**, that any Authorized Signer be and is hereby authorized to open or cause to open one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing.

**THEREFORE, BE IT RESOLVED**, that checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or property of the District on deposit with the Bank shall be binding on the District when signed, manually, or by use of a facsimile or mechanical signature or signatures may have been placed thereon, or otherwise authorized, by any ONE (1) Authorized Signer, or, any person or person designated, on an account by account basis, as "Additional Signer(s)" in a written certificate signed by any Authorized Signer, which certificate may further specify the number of Additional Signers which may be required. In particular, and not in limitation of the foregoing, Additional Signer(s) may authorize payment, transfer or withdrawal by written, telephonic, electronic, or oral instructions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the District from time to time, of funds of the District on deposit with the Bank, by wire or otherwise, without any written order for the payment of money being issued with respect to such transfer, and, for and on behalf of the District, an Authorized Signer may enter into such agreements with the Bank with respect to any such transfer(s) as such Authorized Signer deems advisable. If any such payment, transfer or withdrawal authorization requires communication to the Bank by the Requester of a code, and such code is communicated, any such payment, transfer or withdrawal so effected shall be binding on the District regardless of who communicates the request.

Signed by:

\_\_\_\_\_  
Board of Education Chair

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO.1  
Board of Education

January 12, 2021

**RESOLUTION REGARDING BANKING AUTHORITY FOR MINNESOTA SCHOOL DISTRICT LIQUID ASSET FUND**

**RESOLVED**, that Minnesota School District Liquid Asset Fund (herein called the "Bank") be and is hereby designated as a depository of Special School District No. 1, Minneapolis, Minnesota (Federal Tax Identification Number 41-0851980) (Herein called the "District") with authority to accept or receive at any time for the credit of the District deposits by whomsoever made of funds and other property in whatever form or manner transferred or endorsed, whether made as demand deposits, savings deposits, or time deposits.

**RESOLVED**, that the person or persons from time to time holding the following offices of the District be designated "Authorized Signer(s)".

Senior Financial Officer  
Executive Director of Finance  
Assistant Deputy Treasurer

**RESOLVED**, that any Authorized Signer be and is hereby authorized to open or cause to open one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing.

**THEREFORE BE IT RESOLVED**, that checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or property of the District on deposit with the Bank shall be binding on the District when signed, manually, or by use of a facsimile or mechanical signature or signatures may have been placed thereon, or otherwise authorized, by any ONE (1) Authorized Signer, or, any person or person designated, on an account by account basis, as "Additional Signer(s)" in a written certificate signed by any Authorized Signer, which certificate may further specify the number of Additional Signers which may be required. In particular, and not in limitation of the foregoing, Additional Signer(s) may authorize payment, transfer or withdrawal by written, telephonic, electronic, or oral instructions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the District from time to time, of funds of the District on deposit with the Bank, by wire or otherwise, without any written order for the payment of money being issued with respect to such transfer, and, for and on behalf of the District, an Authorized Signer may enter into such agreements with the Bank with respect to any such transfer(s) as such Authorized Signer deems advisable. If any such payment, transfer or withdrawal authorization requires communication to the Bank by the Requester of a code, and such code is communicated, any such payment, transfer or withdrawal so effected shall be binding on the District regardless of who communicates the request.

Signed by:

\_\_\_\_\_  
Board of Education Chair

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO.1  
Board of Education

January 12, 2021

**RESOLUTION REGARDING BANKING AUTHORITY FOR US BANK NATIONAL ASSOCIATION**

**RESOLVED**, that US Bank National Association (herein called the "Bank") be and is hereby designated as a depository of Special School District No. 1, Minneapolis, Minnesota (Federal Tax Identification Number 41-0851980) (Herein called the "District") with authority to accept or receive at any time for the credit of the District deposits by whomsoever made of funds and other property in whatever form or manner transferred or endorsed, whether made as demand deposits, savings deposits, or time deposits.

**RESOLVED**, that the person or persons from time to time holding the following offices of the District be designated "Authorized Signer(s)".

Senior Financial Officer  
Executive Director of Finance  
Assistant Deputy Treasurer

**RESOLVED**, that any Authorized Signer be and is hereby authorized to open or cause to open one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing.

**THEREFORE BE IT RESOLVED.** That checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or property of the District on deposit with the Bank shall be binding on the District when signed, manually, or by use of a facsimile or mechanical signature or signatures may have been placed thereon, or otherwise authorized, by any ONE (1) Authorized Signer, or, any person or person designated, on an account by account basis, as "Additional Signer(s)" in a written certificate signed by any Authorized Signer, which certificate may further specify the number of Additional Signers which may be required. In particular, and not in limitation of the foregoing, Additional Signer(s) may authorize payment, transfer or withdrawal by written, telephonic, electronic, or oral instructions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the District from time to time, of funds of the District on deposit with the Bank, by wire or otherwise, without any written order for the payment of money being issued with respect to such transfer, and, for and on behalf of the District, an Authorized Signer may enter into such agreements with the Bank with respect to any such transfer(s) as such Authorized Signer deems advisable. If any such payment, transfer or withdrawal authorization requires communication to the Bank by the Requester of a code, and such code is communicated, any such payment, transfer or withdrawal so effected shall be binding on the District regardless of who communicates the request.

Signed by:

\_\_\_\_\_  
Board of Education Chair

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO.1  
Board of Education

January 12, 2021

**RESOLUTION REGARDING BANKING AUTHORITY FOR WELLS FARGO BANK, N.A.**

**RESOLVED**, that Wells Fargo Bank N.A. (herein called the "Bank") be and is hereby designated as a depository of Special School District No. 1, Minneapolis, Minnesota (Federal Tax Identification Number 41-0851980) (Herein called the "District") with authority to accept or receive at any time for the credit of the District deposits by whomsoever made of funds and other property in whatever form or manner transferred or endorsed, whether made as demand deposits, savings deposits, or time deposits.

**RESOLVED**, that the person or persons from time to time holding the following offices of the District be designated "Authorized Signer(s)".

Senior Financial Officer  
Executive Director of Finance  
Assistant Deputy Treasurer

**RESOLVED**, that any Authorized Signer be and is hereby authorized to open or cause to open one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing.

**THEREFORE BE IT RESOLVED**, that checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or property of the District on deposit with the Bank shall be binding on the District when signed, manually, or by use of a facsimile or mechanical signature or signatures may have been placed thereon, or otherwise authorized, by any ONE (1) Authorized Signer, or, any person or person designated, on an account by account basis, as "Additional Signer(s)" in a written certificate signed by any Authorized Signer, which certificate may further specify the number of Additional Signers which may be required. In particular, and not in limitation of the foregoing, Additional Signer(s) may authorize payment, transfer or withdrawal by written, telephonic, electronic, or oral instructions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the District from time to time, of funds of the District on deposit with the Bank, by wire or otherwise, without any written order for the payment of money being issued with respect to such transfer, and, for and on behalf of the District, an Authorized Signer may enter into such agreements with the Bank with respect to any such transfer(s) as such Authorized Signer deems advisable. If any such payment, transfer or withdrawal authorization requires communication to the Bank by the Requester of a code, and such code is communicated, any such payment, transfer or withdrawal so effected shall be binding on the District regardless of who communicates the request.

Signed by:

\_\_\_\_\_  
Board of Education Chair

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO.1  
Board of Education

January 12, 2021

**RESOLUTION REGARDING DESIGNATION OF DEPOSITORIES**

**WHEREAS**, M.S. 118A.02 requires the designation of depositories at the annual meeting of the Board of Education. It is recommended that the following institutions be appointed as depositories for 2021; and

**WHEREAS**, the Senior Financial Officer recommends the designation of depositories; and

**THEREFORE, BE IT RESOLVED**, that Minneapolis institutions be designated as official depositories for funds of Special School District No. 1 for 2021:

1. Payroll Account:
  - a. US Bank National Association
  - b. Minnesota School District Liquid Asset Fund
  
2. General Accounts:
  - a. Wells Fargo Bank, N.A.
  - b. US Bank National Association
  - c. Minnesota School District Liquid Asset Fund

**BE IT FURTHER RESOLVED**, that the Board of Education, Special School District No. 1, approve agreements with each depository assigning collateral security for deposits and authorize the proper Board officers to sign such agreements.

Signed by:

\_\_\_\_\_  
Board of Education Chair                      Print                      \_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk                      Print                      \_\_\_\_\_  
Date



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

1250 West Broadway Ave.  
Minneapolis, Minnesota 55411  
Phone: 612.668.0200  
Fax: 612.668.0195

**ED GRAFF**  
SUPERINTENDENT OF SCHOOLS

**BOARD OF EDUCATION**

SIAD ALI  
JENNY ARNESON  
KIMBERLY CAPRINI  
ADRIANA CERRILLO  
KIM ELLISON  
SHARON EL-AMIN  
NELSON INZ  
IRA JOURDAIN  
JOSH PAULY  
MARY GHEBREMESKAL – STUDENT

January 12, 2021

**RESOLUTION DESIGNATING THE IDENTIFIED OFFICIALS WITH AUTHORITY FOR THE MINNESOTA DEPARTMENT OF EDUCATION'S EXTERNAL USER ACCESS RECERTIFICATION SYSTEM FOR MINNEAPOLIS PUBLIC SCHOOLS, SPECIAL SCHOOL DISTRICT NO. 1**

**WHEREAS**, The Minnesota Department of Education (MDE) requires that school districts annually designate an Identified Official with Authority to comply with the MNIT Enterprise Identity and Access Management Standard which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA).

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Board of Directors of Special School District No. 1, Minneapolis, Minnesota hereby designates Shanique Williams to act as the Identified Official with Authority (IOwA) for Minneapolis Public School District 0001-03.

Signed by:

\_\_\_\_\_  
Board of Education Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO.1  
Board of Education

January 12, 2021

**RESOLUTION REGARDING ELECTRONIC FUNDS TRANSFER**

**WHEREAS**, Electronic Funds transfer is the banking process of value exchange by mechanical means without the use of checks, drafts, or similar negotiable instruments; and

**WHEREAS**, a school district may make an electronic funds transfer from its bank account for the payment of an investment, payment of bond principal and interest, payment of anticipation certificates, contributions to pension or retirement funds, imprest payroll, or vendor payments; and

**WHEREAS**, a written confirmation is made a day after the transaction and is used in lieu of a check, draft, or warrant to support the transaction; and

**WHEREAS**, M.S. 471.38 subd. 3(a) requires that the school board annually delegate the authority to make electronic funds transfers to designated business representatives and that the disbursing bank keep on file a certified copy of the delegation of authority; and

**WHEREAS**, the Senior Financial Officer recommends that the Board designate certain Finance Department staff members as representatives to make electronic funds transfers with the disbursing banks.

**THEREFORE, BE IT RESOLVED**, that the Board of Education, Special School District No. 1, authorize the appointment of Kate McKay and Jeffrey Grilley as designated representatives to make electronic funds transfers for the district and the execution of appropriate resolutions and documents with US Bank, Minneapolis, Minnesota School District Liquid Asset Fund, and Wells Fargo bank, N.A.

Signed by:

\_\_\_\_\_  
Board of Education Chair

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education

January 12, 2021

Delegation of Authority to Superintendent of Schools

**BE IT RESOLVED**, that the Board of Directors of Special School District No. 1, hereby authorizes Ed Graff (Superintendent of Schools) to execute and file applications for grants, enter into contracts, and otherwise to act as its authorized representative in state, federal, and other externally funded programs, and to designate an alternative authorized representative to act in my absence, all in accordance with direction from the School Board including but not limited to direction included in the District's Strategic Plan as adopted by the Board of Education, the approved District budget and District policies, in accordance with applicable state and federal statutes and regulations.

Signed by:

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Board of Education Chairperson

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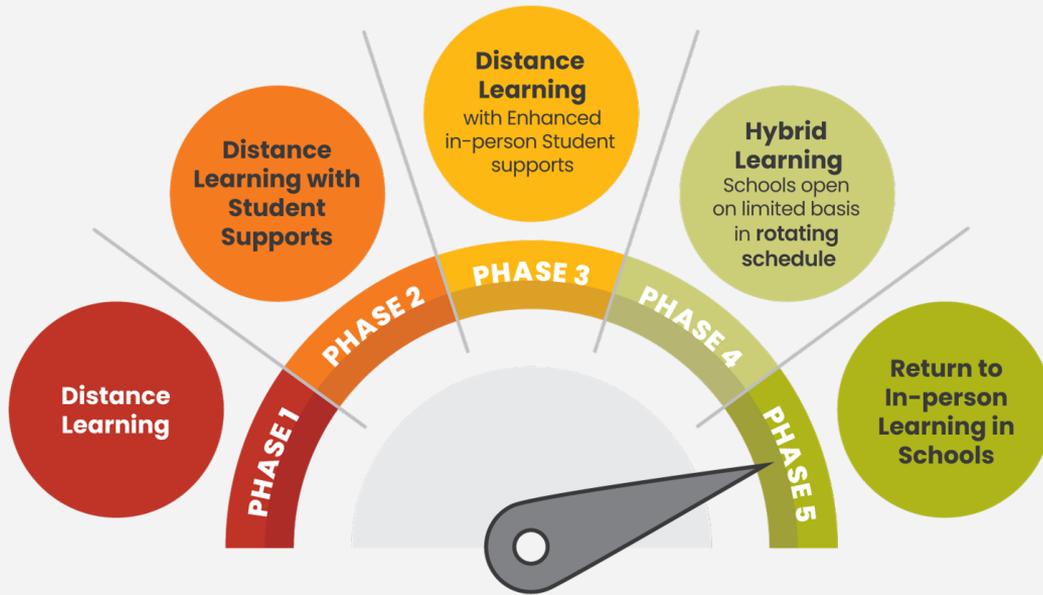
Date

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Board of Education Clerk

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Date



# Board of Education Meeting

January 12, 2021

# Superintendent's Update

# Health & Safety Update

# Current Case Data

- Number of Minnesota cumulative cases: 438,867 (1/12)
- Number of cases per 10,000 in the city of Minneapolis: **33 (1/05)**
- Highest number of cases was **123** per 10,000 on November 18, 2020
- **Demographic data**
  - All groups trending significantly downwards
  - American Indian and Hispanic populations at highest risk

# Social Distancing and Minimizing Exposure

- Social Distancing means **keeping space between yourself and others**
  - A **critical tool** in decreasing the spread of COVID-19
  - **Create as much space as possible** between people, a minimum of 3 feet is recommended for children
- **Adults should be 6 feet apart** or use additional personal protective equipment
  - **Classrooms will be set for as much space** as possible



# Monitoring Social Distance

## Ways we will create and monitor social distancing practices

- **Arrange classroom furniture and/or reduce class size** or use alternative spaces for instruction
- **Mark off 6-foot distance** in areas where staff or students might congregate or have to wait (ex. Arrival, dismissal, etc.)
- **Keep students and staff in small cohort groups** that stay together as much as possible throughout the day and from day to day
- **Limit mixing cohorts** as much as possible for specialists, at lunch, recess, arrival/dismissal
- Whenever possible, **hold physical education outside** and encourage participants to spread out. Masks must be worn indoors during physical education classes.



# Face Coverings and Personal Protective Equipment

- **Face coverings or masks will be required** at all times unless there is a medical, developmental or behavioral condition that makes it unreasonable to wear a mask
  - **Clear face masks** will be available where staff are serving students in a setting where seeing a person's lips is necessary.
- **Face shields with face masks together** will be strongly recommended for adult use whenever possible during the school day
- **Staff engaged in direct student support services will have additional PPE available**
- **COVID Program Coordinator will monitor inventory of PPE** and ensure items are reordered prior to being needed via the [PPE Request Form](#).

# Positive COVID Case Response and Actions

# Positive Cases

- **For adults, staff will contact Rochelle Cox**
- **For students, school Licensed School Nurses will lead efforts**
- **Access Building Access Logs and staff directory** with phone numbers will be used for contact tracing
- **Minnesota Department of Health (MDH) and the Minneapolis Health Department (MHD) have decision-making authority** about positive cases, high- and low-risk contacts and make recommendations on building closures
- **Confidentiality is key** in these situations. Health Services department will help with communications to staff and families

# Understanding Close Contacts and Low-Risk Contacts

## Close Contacts

- Anyone who spent cumulative 15 minutes or more within 6 feet, regardless of mask use
- Exceptions depend on setting, length of contact, activity

## Lower-Risk Contacts

- In certain situations, individuals may have been with a confirmed positive COVID-19 case, but not be considered close contacts
- May be asked to more closely monitor symptoms without quarantining

## Isolation / Quarantine

- Minimum 10-day isolation for lab confirmed positive COVID-19 cases
- 7- to 14-day quarantine for contacts from last day of exposure

# Building Closures

**No recommendation to close** entire building

- Consider where case was in building
- Consider how much time has passed

**Surface transmission poses very low risk**

**City of Minneapolis will partner with MPS** on recommendations moving forward

# Illness Reporting

- **Important to educate and remind staff, students and families about signs of illness** and to stay home if presenting with any symptoms
- **Be diligent about staff taking student attendance daily;** ensure all staff and community providers **sign in every time they enter building**
- **Illness rooms have been created at each school** for any students who become ill during the day.
- **Transportation will be available** for ill students who need to go home or to medical care if their guardian cannot pick them up in a reasonable amount of time.

# Return to In-Person Work

# Return to In-Person Work Overview

MPS is bringing back in person **all PK-5 school-based licensed, non-licensed staff, Health Services staff, and other staff needed to support in-person instruction for students.**

- Impacted staff will be expected to return to buildings on February 1.
- Other staff recalled (central TOSAs and DPFs, 6-12 Health Services, etc.) and on-call to support in-person learning as needed.

# School Staffing

- **School leaders will review their staff list** to determine who will be able to return in person and who has an approved accommodation allowing them to continue to work remotely.
- **School leaders will review their school's family enrollment data.** Students who choose to remain in distance learning will likely be assigned to teachers and staff who are on accommodations to continue to work remotely.
- **Associate Superintendents will work with each school** to ensure they have adequate staffing due to accommodations and leaves, and will partner with HR to work with any school that cannot meet their instructional or operational needs due to staffing issues.

# Leaves of Absence and Accommodations

Staff required to work in-person may request the following types of leaves or accommodations:

- For a health condition that impacts the ability to return to work in-person, staff may apply for an accommodation under the American with Disabilities Act (ADA).
- Staff may also apply for a leave of absence under the Family Medical Leave Act (FMLA).
- Staff information session will be held Wednesday, January 13.

# Other Operational Considerations

# Saliva Testing

- **All staff working in person, in school building, offering in-person learning are eligible**
- **Free community testing** continues to be offered by MDH
- **Saliva tests will be offered on site** every other week starting February 8
- Schools are identifying **Saliva Testing Coordinators** to assist with testing events.
- **Testing is encouraged** but not required
- **Test results confidential** and provided only to the person tested
- **Tests are free** and will not be billed to insurance

# Vaccinations

- Minnesota is currently vaccinating **health care workers, long term care facilities, and registered emergency management workers** in Group 1a
- Our nurses and saliva testing coordinators are scheduled for **Group 1a, priority group 3** if working in person
- **K-12 staff who are involved in in-person learning** are currently planned in Group 1b
- Coordinating with Minneapolis Health Department **on vaccine distribution**
- **COVID-19 vaccine landscape** is fluid and what we know at this time may change

# Building Readiness

- **Building Readiness activities have continued**
  - Air and water quality
  - Classroom set ups will be finalized once staff returns and we have registration information
- **Operations plans to conduct building walkthroughs** the week of January 25 and update **Building Readiness** on the COVID-19 dashboard

# Culinary & Wellness Services

- Prepack **breakfast and hot lunch provided at no cost** to all students in-person learning
- **Weekly meal boxes continue**
- **Culinary and Wellness Services will work at individual schools** to determine the logistics for meal service
- **Meals may be eaten in classrooms, lunchrooms or other common spaces** or a combination of:
  - Common areas where classrooms are combined require 6 feet of social distancing
  - Staffing support will be needed for meal supervision, service and clean-up

# Transportation Services

- **Seating will be arranged** to maintain 6 feet of distancing for driver
- **Bus loads will be continually monitored** to evaluate capacity to create as much space as possible between riders
- **Seating charts and ridership will be maintained** for contact tracing
- Additional time will be built into routes for **loading and unloading**
- **Face coverings will be required** at all times
- Contracted transportation providers will be required to have a COVID-19 plan in place

# Moving The Dial

- **Monitor** COVID-19 case data
- Continued consultation with **Regional Support Team**
- During registration and planning, continue to monitor how we will **operationalize in-person learning**
  - Personal protective equipment
  - Staffing
  - Building Readiness

# In-person and Distance Learning Considerations

# Essential Child Care

- A school district is **not** required to provide school-aged care for critical workers when the school is offering in-person learning. **If families of critical workers choose distance learning for their student, then they are not eligible for free school-aged care.**
- **Students in Grade 6** and who are still eligible for essential childcare will continue under at Minneapolis Kids at select sites until in-person learning is an option.
- **Minneapolis Kids plans to resume its regular schedule** at sites once all PreK- Grade 5 are in-person learning.

# Student Devices

- **MPS is a universal access district and not a 1:1 district**, meaning all students have access to age-appropriate technology at their school, but not all grade levels will have devices to take home.
- **Devices should be brought back to school** when the student begins in-person learning.
- **Devices will remain at the school** and are the student's assigned device for the duration of in-person learning.
- **Devices will be provided at schools** to students who have been sharing devices with a sibling during distance learning.

# Transition Days

**Page 12 of MDE's [Safe Learning Plan for the 2020-21 School Year](#) (updated 1/8/21):**

- Allowed up to 5 days of Transition Days in between learning models
- MPS recommends up to 12 hours of building directed time to complete professional development and training.
  - SEL and Self Care
  - Health and Safety
  - Classroom Set-Up
  - Preparing for Instruction
- The rest of the transition time/days should be consecutive as much as possible and dedicated to staff planning and family engagement.

# Daily Schedule

- **School schedules, virtual or in person, should follow MDE** instructional requirements and all contractual agreements.
- **The school's leadership team is strongly encouraged to review proposed in-person daily schedule** to ensure that it follows the [Elementary Scheduling Guidelines](#). These guidelines provide direction for allocation of instructional minutes for in-person learning.
- While there may be changes to class rosters and assigned teachers, **distance learning instruction should follow the school's established distance learning schedule** that was based on the [Elementary Distance Learning Scheduling Guidelines](#) provided in August. Clearly communicated to staff, students, and families.
- **Consistency of these scheduling guidelines** will allow families to understand the differences between in-person and distance learning instruction and ensure equity of learning experiences across schools.

# School Staffing

- **School leaders will review their staff list** to determine who will be able to return in person and and who has an approved accommodation allowing them to continue to work remotely.
- **School leaders will review their school's family enrollment data.** Students who choose to remain in distance learning will likely be assigned to teachers and staff who are on accommodations to continue to work remotely.
- **Associate Superintendents will work with each school** to ensure they have adequate staffing due to accommodations and leaves, and will partner with HR to work with any school that cannot meet their instructional or operational needs due to staffing issues.

# Mental Health Supports

## Resources

- SBMH Partnerships
- New Mental Health Support Specialists Positions on Board February 1st
- Culturally Specific Mental Health Consultation Available
- Adding Additional Partnerships at our remaining schools
- CASEL Support
- Equity and SEL Department
- District Mental Health Team Support

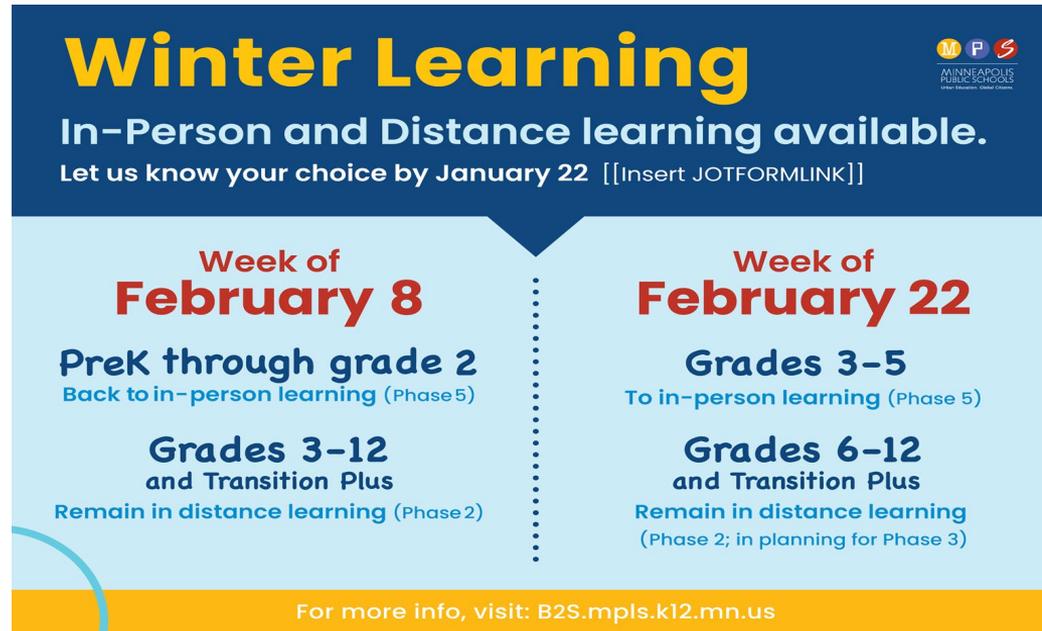
# Creating Welcoming Environments

**When preparing for in-person instruction, staff should be provided time and resources to focus on the Social Emotional Wellbeing of staff and students by:**

- 1. Adult social emotional wellbeing activities** and community building opportunities
- 2. Engaging with the school Leadership, Equity & Engagement and Mental Health Teams** around best practices for:
  - a. student belonging and relationships
  - b. trauma informed practices and navigating stress
  - c. co-creating classroom agreements, rituals and routines
  - d. morning and closing meetings/circles
- 3. Co-creating and implementing a building-wide welcoming environment plan** including a Back to School Contact for students and parents.
  - a. Staff can use flexible learning days and/or transition days to meet with students and families
  - b. Social emotional learning, ritual and routines, daily schedule, and an update on expected learning

# Communications

# Elementary Phase 5 Timeline at a Glance



**Winter Learning**

**In-Person and Distance learning available.**

Let us know your choice by January 22 [[Insert JOTFORMLINK]]

**Week of February 8**

**PreK through grade 2**  
Back to in-person learning (Phase 5)

**Grades 3-12 and Transition Plus**  
Remain in distance learning (Phase 2)

**Week of February 22**

**Grades 3-5**  
To in-person learning (Phase 5)

**Grades 6-12 and Transition Plus**  
Remain in distance learning (Phase 2; in planning for Phase 3)

For more info, visit: [B2S.mpls.k12.mn.us](https://B2S.mpls.k12.mn.us)

MINNEAPOLIS PUBLIC SCHOOLS  
Urban Education. Global Citizens.

**NO SCHOOL PreK-5 FEB. 1-5 FOR SCHOOL/TEACHER PREPARATION**

# Detailed Elementary Phase 5 Timeline

**Friday, January 8:** Family registration for in-person learning sent out

**Monday, January 11:** Return to in-person work letters sent to PreK-5 staff

**Friday, January 29:** No School for Students, Recordkeeping Day; Staff report for recordkeeping day

**Monday-Friday, February 1-5:** No School for students; PreK-5 Staff Transition Day

**Monday and Tuesday, February 8-9:** PreK and K return to in person at the site; Grades 1-2 are in Distance Learning; Grades 3-5 are in Distance Learning

**Wednesday - Friday, February 10-12:** PreK and K are in person at the site; Grades 1-2 return to in person at site; Grades 3-5 are in Distance Learning

**Monday, February 15:** No School for Staff and Students, President's Day

**Tuesday, February 16:** No School for Students, Parent Teacher Conferences; Staff are engaging in Parent Teacher Conferences

**Wednesday-Friday, February 17-19:** PreK-2 In-Person on site; Grades 3-5 are in Distance Learning

**Monday, February 22:** PreK-2 In-Person on site; Grades 3-5 start In-person on site

# District Communications to date

- **In-Person/Distance Learning Registration Form** (with explanatory videos) -- all languages, opportunities for personal assistance to complete
- **Family emails, texts, robocalls** -- all languages
- **Staff emails/MPS Insider**
- **Staff training** on how to complete registration form
- **Staff intranet** updated
- **COVID-19 update on homepage** updated
- **MPS website updates/rotator** -- including registration widget
- **Online FAQ** - all languages
- **Media** updates/stories



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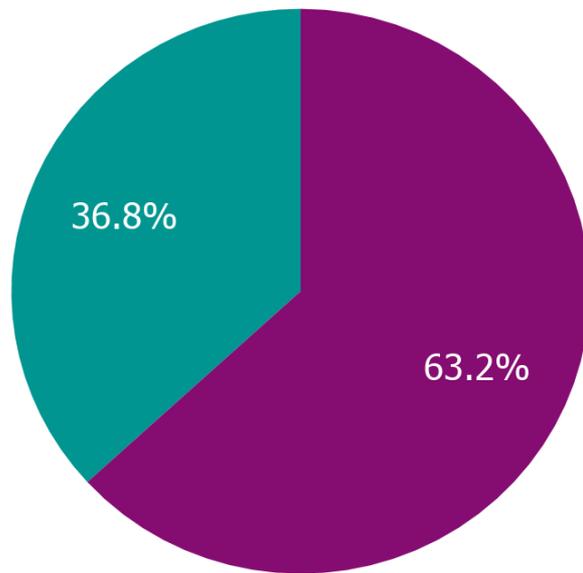
## MPS In-Person/Distance Learning Registration (PreK-5)

Complete by Jan. 22

---

# Current Registration Status

PreK-5 Enrollment Decisions as of 1/12/21



**Note:** Percentages based on data downloaded at 9:40 a.m., Jan. 12., for 4,518 students.

- Will attend school in-person
- Will continue in distance learning

# Next Steps

- **Drop-in form completion meetings** by cultural community through Jan. 22
- **In-Person/Distance Learning Registration** due Jan. 22
- **Staff return to in-person work letters** mailed
- **Principal portfolio meetings** this week
- **Information session this week** about FMLA and ADA leaves and accommodations for MPS staff
- **Communications templates** to schools
- After Phase 5 implementation at elementary level, planning Targeted Services and in-school supports for Secondary
- **Ongoing enrollment communication** through Feb. 7

# Questions and Answers

# Appendix A

# Building Safety Teams

# SETeam as Primary Support

- Assist COVID -19 Program Coordinator in **ensuring health and safety** protocols are followed
- In addition to SETeam members, add **Licensed School Nurse** and **EMSS Specialist** assigned to support school and **Senior Custodian**.

# Safety Team Tasks and Responsibilities

- **Prepare building** to receive students
- **Model health and safety protocols** for others
- **Engage** with students
- **Surface concerns** and recommendations
- **Be familiar** with all health and safety guidance from MPS, MDH and MDE
- **Maintain confidentiality**

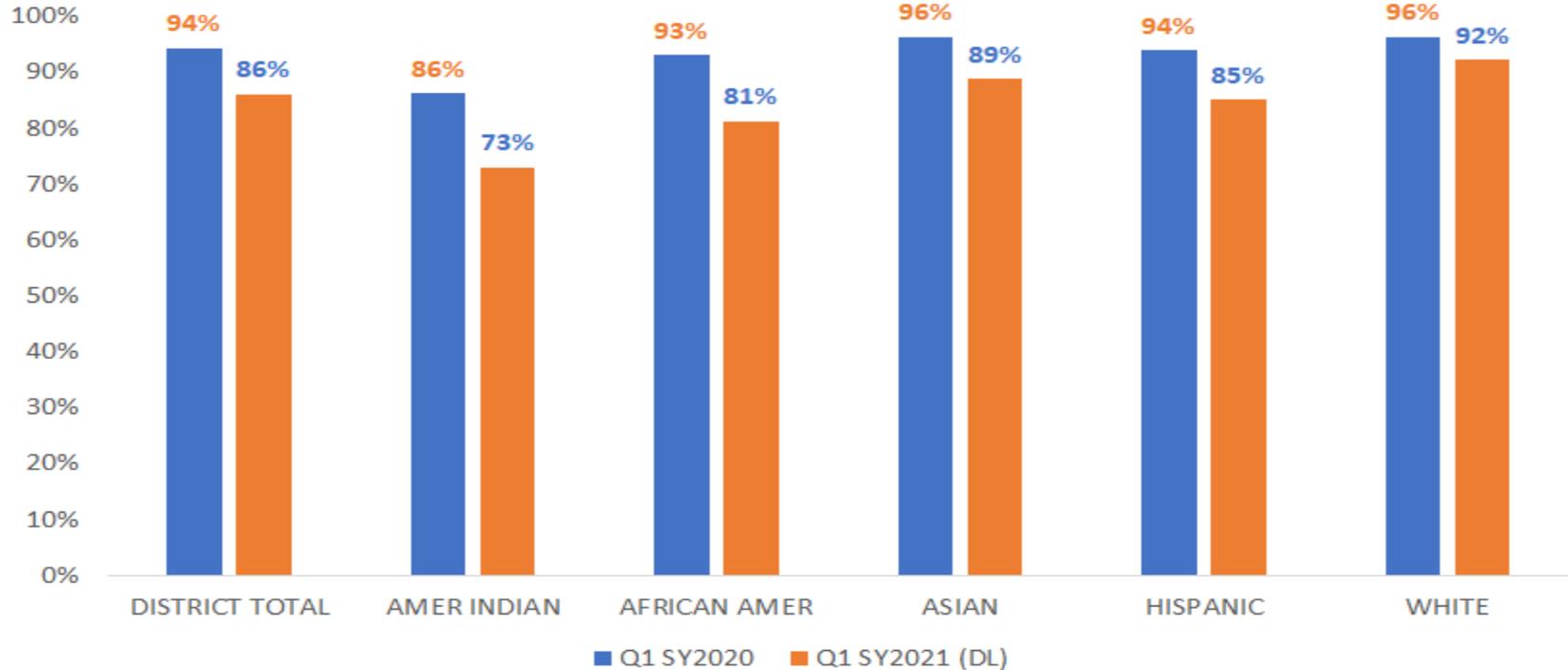
# Appendix B

Student data comparison  
Q1 SY 19-20 and Q1 SY 20-21

# Attendance Data

# Attendance

Average Daily Attendance Quarter 1 SY2020 and SY2021



# On-track

# On Track by Demographic - Grades 6-12



# Course Failure and NC

# Percent of Students Failing at Least One Core Course

Grades 6-8

	Q1	
	2019-20	2020-21
<b>All Students</b>	10%	22%
African American	16%	31%
American Indian	34%	45%
Asian	10%	15%
Hispanic	10%	28%
White	2%	7%

Grades 9-12

	Q1	
	2019-20	2020-21
<b>All Students</b>	21%	28%
African American	29%	37%
American Indian	43%	49%
Asian	13%	19%
Hispanic	30%	43%
White	8%	11%

**SECTION 1:**        **REPEAL** “Policy 6420: Copyright” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

**REPEAL**

**~~Policy 6420: Copyright (Repealed)~~**

~~In adherence to the current federal copyright law, the Board of Education, Special School District No. 1, Minneapolis Public Schools, recognizes the doctrine of "Fair Use" regarding copyrighted materials and will support all employees of the district who adhere to the policies and guidelines concerning copyright.~~

~~The Fair Use of a copyrighted work, including use by reproduction in copies of phonorecords for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use, the factors to be considered shall include:~~

~~the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;~~

~~the nature of the copyrighted work;~~

~~the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and~~

~~the effect of the use upon the potential market for or value of the copyrighted work.~~

**~~Original Adoption:~~**

~~12/16/1975~~

**~~Revision Dates:~~**

~~06/12/1978, 08/13/1985~~

**SECTION 1: AMENDMENT** “Policy 6800: Naming Of School Symbols, Teams, Mascots” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

## AMENDMENT

Policy 6800: Naming Of School Symbols, Teams, Mascots

~~No school shall have a mascot, namesake, official symbol, team name, newspaper, yearbook, or other official group or publication bearing the name of any ethnic, racial, tribal, or religious group. Academic classes and/or clubs specifically aimed at exploring such groups would not be subject to this prohibition. Examples of exceptions include: Black History classes, Native American culture classes.~~

### **1. PURPOSE**

A significant element of school climate and spirit is the adoption of school mascots, symbols and team names. Minneapolis Public Schools is intent on assuring that all students and families are welcomed by their schools and having a school symbol, mascot or team name should be welcoming to all. The purpose of this policy is to establish the minimum requirements for the adoption of such items and the recommended procedure for adopting or changing mascots, symbols or team names.

### **2. GENERAL STATEMENT OF POLICY**

- a. No school shall have a mascot, namesake, official symbol, team name, newspaper title, yearbook title or other official group or publication bearing the name of any ethnic, racial, tribal, linguistic, gender identity or religious group.
- b. Academic classes or student activities specifically aimed at teaching and learning about such groups are not subject to the prohibition of using the name of an ethnic, racial, tribal, language, or religious group. Examples of such exceptions are:
  - i. Black History courses or club
  - ii. Latinx culture course or club
  - iii. Asian culture course or club
  - iv. Gay-Straight Alliance clubs
  - v. LGBTQ+ courses or clubs
  - vi. Somali Language courses or clubs
- c. No school shall have a mascot, namesake, official symbol, team name, newspaper title, yearbook title or other official group or publication bearing the name of any living person.

### **3. ADOPTION OR CHANGING OF A MASCOT, SYMBOL OR TEAM NAME**

- a. All schools proposing the adoption or changing of a mascot, symbol or team name shall provide opportunities for input by students, parents, and staff members.
- b. Schools shall avoid duplication of mascots, symbols or team names that

- currently exist in the district.
- c. A school site council shall consider all input received and make a choice of the mascot, symbol or team name.
  - d. The choice shall be submitted to the appropriate Associate Superintendent for approval, which shall not be unreasonably withheld.
  - e. Use of the adopted mascot, symbol or team name may begin after approval from the appropriate Associate Superintendent is received.
  - f. If the choice is not approved by the Associate Superintendent, reasons for the refusal shall be given and the site council may appeal this decision to the Superintendent whose decision shall be final.

**Original Adoption:**

05/12/1987

## Minneapolis Public Schools

### List A: All Employees: Tuesday, January 12, 2021

#### Hiring - Licensed

Jennifer Cross	Health Services	Teacher, School Nurse	1/4/2021
Sara Cutts	Jenny Lind	Teacher, TOSA General	11/9/2020
Patrick Fericks	Henry High	Teacher, World Languages (Spanish)	12/15/2020
Karl Gronwall	Teaching & Learning	Teacher, TOSA Literacy Specialist	11/23/2020
Kelsey Hanson	Teaching & Learning	Teacher, TOSA Literacy Specialist	12/7/2020
Hanna Jacobsen	Folwell Performing Arts	Teacher, Elementary	1/4/2021
Asmaa Ktib	Cityview	Teacher, Bilingual/Bicultural (French)	12/14/2020

#### Hiring - Non Licensed

Kadiija Ahmed	Andersen United	Special Education Assistant	12/15/2020
Eliot Berven	Transition Plus	Special Education Assistant	1/12/2021
Jillian Bloomer	Edison High	Special Education Assistant	1/12/2021
Martha Calderon Brisuela	CWS, Production	CWS Production Assistant	12/28/2020
Gabriela Campoverde	Minneapolis Kids	Child Care Assistant	2/25/2020
Adriana Cerrillo	Board Of Education	Board Of Education	1/4/2021
Nicole Davis	CWS, Site Group 4	Food Service Assistant	12/3/2020
Michael Dayre	Webster Elementary	Special Education Assistant	12/15/2020
Elsa Dornick	Minneapolis Kids	Child Care Assistant	10/20/2020
Abdulall Eltom	Engineers, Zone 1	Custodian	12/15/2020
Diana Flores	Andersen United	Associate Educator	1/12/2021
Iris Helm-Hernandez	Minneapolis Kids	Child Care Assistant	9/22/2020
Jacob Hooper	Engineers, Zone 2	Custodian	1/12/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, January 12, 2021

#### Hiring - Non Licensed

Abigail Hunt	Minneapolis Kids	Child Care Assistant	12/1/2020
Dequita Johnson	Engineers, Zone 2	Custodian	1/12/2021
Tari Karbula	Non-Public Guidance & Counseling	Office Specialist	12/15/2020
Simon Keepers	Minneapolis Kids	Child Care Assistant	12/15/2020
Ana Alicia Kenyon	Minneapolis Kids	Child Care Assistant	3/24/2020
Manuel Leonard	Engineers, Zone 1	Custodian	12/15/2020
Andrea Mcallister	Sanford Middle School	Security Monitor	12/1/2020
Kassaundra Mullen	Minneapolis Kids	Child Care Assistant	3/24/2020
Angelia Mustapha	Edison High	Special Education Assistant	1/12/2021
Sarah Nisley	Transition Plus	Special Education Assistant	1/12/2021
Sofia Perez	Southwest High	Account Clerk, Senior	1/12/2021
Margo Rainwater	Adult Basic Education	Program Specialist, Community Education	1/12/2021
Lydia Sadoff	Minneapolis Kids	Child Care Assistant	8/26/2019
Brandon Schultz	Engineers, Zone 2	Custodian	1/12/2021
Gabe Steller	Marcy Open School	Special Education Assistant	12/1/2020
Latasha Sutton	Minneapolis Kids	Child Care Assistant	2/11/2020
Javarius Taylor	Engineers, Zone 2	Custodian	1/12/2021
Sua Yang	Adult Basic Education	Associate Educator	12/15/2020
Kristy Yu	Minneapolis Kids	Child Care Assistant	3/10/2020
Hamdi Yusuf	Minneapolis Kids	Child Care Assistant	2/25/2020

**Discharges**

**Licensed**

Special Education Teacher	01-12-2021	2021-1-ER-4290
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**Non-Licensed**

Special Education Assistant	12-14-2020	2021-1-ER-4233
Custodian	01-07-2021	2021-1-ER-4313

**Probationary Separations**

**Licensed**

**Licensed, Staff Reduction**

**Non-Licensed**

Grounds Equipment Operator	12-11-2020	2021-1-ER-4312
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**Non-Licensed, Staff Reduction**

**Layoffs**

**Licensed**

**Non-Licensed**

**Administrative Contract Non-Renewals**

# FY19 OP#20-2925 MPS Waite Park Elementary Kitchen, Auditorium & Electrical Improvements

**Contract Sum: \$3,059,565.00**

**Contractor: Construction Results Corporation**

## Project Name and Number

OP#20-2925 MPS Waite Park Elementary Kitchen, Auditorium & Electrical Improvements Project  
1800 34<sup>th</sup> Avenue North  
Minneapolis, MN 55413

## Description

Provide upgrades to lunchroom and kitchen facilities to reflect current District food service operations. Auditorium upgrades. Replace certain Electrical items & systems that are beyond their system lifecycle.

## Contract Sum details

Item	Price	Status
<b>BASE BID</b>	\$2,523,740.00	<b>ACCEPTED</b>
<b>Alternate 1A</b>	\$71,500.00	NOT ACCEPTED
<b>Alternate 1B</b>	\$38,800.00	NOT ACCEPTED
<b>Alternate 1C</b>	\$82,500.00	NOT ACCEPTED
<b>Alternate 1D</b>	\$61,800.00	NOT ACCEPTED
<b>Alternate 2A</b>	\$15,795.00	<b>ACCEPTED</b>
<b>Alternate 2B</b>	\$25,200.00	<b>ACCEPTED</b>
<b>Alternate 2C</b>	\$8,400.00	<b>ACCEPTED</b>
<b>Alternate 2D</b>	\$15,890.00	<b>ACCEPTED</b>
<b>Alternate 3</b>	\$284,420.00	<b>ACCEPTED</b>
<b>Alternate 4</b>	\$153,750.00	<b>ACCEPTED</b>
<b>Alternate 5</b>	\$32,370.00	<b>ACCEPTED</b>

## 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 12 day of January 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)*

Construction Results Corporation  
5465 Highway 169 North  
Plymouth, MN 55442

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

OP#20-2925 MPS Waite Park Elementary Kitchen, Auditorium & Electrical Improvements  
1800 34<sup>th</sup> Avenue North  
Minneapolis, MN 55413

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

292 Design Group  
3533 East Lake Street  
Minneapolis, MN 55406

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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

## TABLE OF ARTICLES

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

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

The date of this Agreement.

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

Established as follows:

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

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

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

#### § 3.3 Substantial Completion

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

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

Init.

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User Notes:

(3B9ADA36)

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

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

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

*(Table Deleted)*

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

#### **ARTICLE 4 CONTRACT SUM**

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

#### **§ 4.2 Alternates**

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

*(Table Deleted)*

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

*(Paragraph Deleted)*

*(Table Deleted)*

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

*(Paragraph Deleted)*

*(Table Deleted)*

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

*(Paragraph Deleted)*

*(Table Deleted)*

**§ 4.5** Liquidated damages

Init.

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.)*

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Init.

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*)

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

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

Construction Results Corporation  
5465 Highway 169 North  
Plymouth, MN 55442

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

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)

*M. Luurtsema*

\_\_\_\_\_  
CONTRACTOR (Signature)

Mike Luurtsema, 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 14:36:25 CT on 12/09/2020.

## PAGE 1

**AGREEMENT** made as of the 12 day of January in the year 2021

...

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

...

Construction Results Corporation  
5465 Highway 169 North  
Plymouth, MN 55442

...

OP#20-2925 MPS Waite Park Elementary Kitchen, Auditorium & Electrical Improvements  
1800 34<sup>th</sup> Avenue North  
Minneapolis, MN 55413

...

292 Design Group  
3533 East Lake Street  
Minneapolis, MN 55406

## 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

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**User Notes:**

(3B9ADA36)

...

**§ 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.

...

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
------------------------	------------------------------------

...

**§ 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.

...

<b>Item</b>	<b>Price</b>
-------------	--------------

...

**§ 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.)*

...

<b>Item</b>	<b>Price</b>	<b>Conditions for Acceptance</b>
-------------	--------------	----------------------------------

...

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

...

*(Identify each allowance.)*

...

<b>Item</b>	<b>Price</b>
-------------	--------------

...

**§ 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.

...

Jeff M. Helstrom: Mob: 612-207-7859 & Email: [jeffrey.helstrom@mpl.k12.mn.us](mailto:jeffrey.helstrom@mpl.k12.mn.us)  
1250 West Broadway Avenue

Minneapolis, MN 55411

...

Construction Results Corporation  
5465 Highway 169 North  
Plymouth, MN 55442

**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.)

...

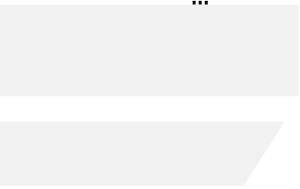
[EXH-C Owner Insurance](#)

...

[EXH-D Project Schedule](#)

...

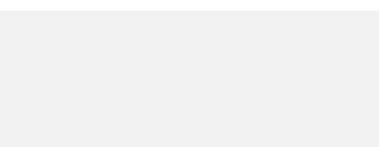
The Sustainability Plan:



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 14:36:25 CT on 12/09/2020 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)*

Jeff M. Helstrom  
Project Manager - SSD#01 Minneapolis Public Schools

---

*(Title)*

9Dec20

---

*(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 12 day of January in the year 2021  
*(In words, indicate day, month and year.)*

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

OP#20-2925 MPS Waite Park Elementary Kitchen, Auditorium & Electrical Improvements  
1800 34<sup>th</sup> Avenue North, Minneapolis, MN 55413

**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)*

Construction Results Corporation  
5465 Highway 169 North, Plymouth, MN 55442

### TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER’S INSURANCE**
- A.3 CONTRACTOR’S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

#### ARTICLE A.1 GENERAL

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

#### ARTICLE A.2 OWNER’S INSURANCE

##### § A.2.1 General

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

##### § A.2.2 Liability Insurance

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

#### ADDITIONS AND DELETIONS:

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

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

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

**§ A.2.3 Required Property Insurance**

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

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

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

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

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

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

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

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

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

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

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

Init.

/

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

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

Coverage

Limits

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

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

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

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

### § A.3.2 Contractor's Required Insurance Coverage

**§ A.3.2.1** The Contractor shall purchase and maintain the 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;

Init.

- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

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

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

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

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

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

*(Paragraph deleted)*

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

*(Paragraphs deleted)*

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

### § A.3.3 Contractor's Other Insurance Coverage

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

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

If Professional Liability insurance is required as part of 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 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 14:35:56 CT on 12/09/2020.

## PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 12 day of January in the year 2021

...

OP#20-2925 MPS Waite Park Elementary Kitchen, Auditorium & Electrical Improvements  
1800 34<sup>th</sup> Avenue North, Minneapolis, MN 55413

...

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

...

Construction Results Corporation  
5465 Highway 169 North, Plymouth, MN 55442

## 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.~~  
**PAGE 6**

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

OP#20-2925 MPS Waite Park Elementary Kitchen, Auditorium & Electrical Improvements Project  
1800 34<sup>th</sup> Avenue North  
Minneapolis, MN 55413

### Description

Provide upgrades to lunchroom and kitchen facilities to reflect current District food service operations. Auditorium upgrades. Replace certain Electrical items & systems that are beyond their system lifecycle.

### Contract Sum

The Contract Sum shall be \$3,059,565.00

### Base Bid & Alternates

Item	Price	Status
<b>BASE BID</b>	\$2,523,740.00	<b>ACCEPTED</b>
<b>Alternate 1A</b>	\$71,500.00	NOT ACCEPTED
<b>Alternate 1B</b>	\$38,800.00	NOT ACCEPTED
<b>Alternate 1C</b>	\$82,500.00	NOT ACCEPTED
<b>Alternate 1D</b>	\$61,800.00	NOT ACCEPTED
<b>Alternate 2A</b>	\$15,795.00	<b>ACCEPTED</b>
<b>Alternate 2B</b>	\$25,200.00	<b>ACCEPTED</b>
<b>Alternate 2C</b>	\$8,400.00	<b>ACCEPTED</b>
<b>Alternate 2D</b>	\$15,890.00	<b>ACCEPTED</b>
<b>Alternate 3</b>	\$284,420.00	<b>ACCEPTED</b>
<b>Alternate 4</b>	\$153,750.00	<b>ACCEPTED</b>
<b>Alternate 5</b>	\$32,370.00	<b>ACCEPTED</b>

### Allowances

Item	Price
<b>Building Permit</b>	\$25,000.00
<b>Existing Conditions</b>	\$30,000.00

### Unit Prices

Item	Units and Limitations	Price per Unit (\$0.00)
<b>Unit Price 1</b>	Square Food (SF)	\$1.50
<b>Unit Price 2</b>	Square Food (SF)	\$10.00

# 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

OP#20-2925 MPS Waite Park Elementary Kitchen, Auditorium & Electrical Improvements Project  
1800 34<sup>th</sup> Avenue North  
Minneapolis, MN 55413

## Description

Provide upgrades to lunchroom and kitchen facilities to reflect current District food service operations. Auditorium upgrades. Replace certain Electrical items & systems that are beyond their system lifecycle.

## Schedule

### Substantial Completion

The Work will be substantially complete on or before August 27, 2021.

### Portion of Work

Portion of Work	Substantial Completion Date
Lower Level Kitchen/Lunchroom	August 13, 2021
Remaining Work	August 27, 2021

## ***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.)*

<b>Anticipated Digital Data</b>	<b>Applicability to the Project</b> <i>(Indicate Applicable or Not Applicable)</i>	<b>Location of Detailed Description</b> <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;

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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:



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User Notes:

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# 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)*

**AMENDMENT #2 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND  
INGCO**

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

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and INGCO (“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: 4400000578]

1. *Original contract amount:* \$99,500.00
2. *Accumulative contract amount:* \$299,500.00

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 for meeting with families on a 1:1 smaller group setting due to COVID-19.*

*List of schools below who received allocations for this activity utilizing the CARES Act ESSER Funds.*

School	\$	200,000.00
ANDERSEN UNITED	\$	18,527.00
SOUTH HIGH	\$	7,327.00
FOLWELL ARTS MAGNET	\$	11,573.00
HMONG INTERNATIONAL ACADEMY	\$	7,500.00
ROOSEVELT HIGH	\$	5,203.00
EDISON HIGH	\$	4,690.00
SULLIVAN COMMUNITY	\$	9,193.00
EMERSON SPANISH DUAL IMMERSION	\$	9,147.00
SOUTHWEST HIGH	\$	4,480.00
WASHBURN HIGH	\$	4,177.00
JEFFERSON COMMUNITY	\$	8,213.00
GREEN CENTRAL PARK COMMUNITY	\$	7,840.00
WELLSTONE INTERNATIONAL HIGH	\$	7,327.00
SEWARD MONTESSORI	\$	7,233.00
WHITTIER INTERNATIONAL	\$	7,140.00
JUSTICE PAGE MIDDLE SCHOOL	\$	3,360.00
HENRY HIGH	\$	3,197.00
BANCROFT	\$	5,367.00
LYNDALE ELEMENTARY	\$	5,040.00
WINDOM SPANISH DUAL IMMERSION	\$	5,040.00
ANWATIN MIDDLE COM AND SPANISH D I	\$	4,900.00
BARTON OPEN	\$	4,480.00

PILLSBURY COMMUNITY	\$	4,433.00	
SHERIDAN INTERNATIONAL FINE ARTS	\$	4,387.00	
MARCY OPEN	\$	4,200.00	
SANFORD MIDDLE	\$	1,800.00	
NELLIE STONE JOHNSON COMMUNITY	\$	3,593.00	
PRATT COMMUNITY	\$	1,773.00	
DOWLING URBAN ENVIRONMENTAL	\$	3,173.00	
ANTHONY MIDDLE	\$	1,517.00	
NORTHEAST MIDDLE	\$	1,470.00	
HERITAGE STEM ACADEMY	\$	2,893.00	
BRYN MAWR COMMUNITY	\$	1,307.00	
LORING COMMUNITY	\$	1,027.00	
ARMATAGE MONTESSORI	\$	1,913.00	
WEBSTER ELEMENTARY	\$	957.00	
OLSON MIDDLE	\$	863.00	
JENNY LIND ELEMENTARY	\$	840.00	
LAKE NOKOMIS COMMUNITY KEEWAYDIN	\$		1,167.00
FRANKLIN MIDDLE SCHOOL	\$	1,400.00	
BURROUGHS COMMUNITY	\$	607.00	
WAITE PARK COMMUNITY	\$	607.00	
WELLSTONE SWS	\$	1,213.00	
LONGFELLOW ALTERNATIVE	\$	667.00	
CITYVIEW COMMUNITY	\$	513.00	
KENWOOD COMMUNITY	\$	513.00	
FAIR SENIOR HIGH	\$	887.00	
HOWE	\$	420.00	
NORTHROP COMMUNITY	\$	420.00	
FIELD COMMUNITY	\$	567.00	
KENNY COMMUNITY	\$	373.00	
NORTH ACADEMY ARTS and COMMUNICATION	\$		350.00
BETHUNE COMMUNITY	\$	653.00	
HALE COMMUNITY	\$	433.00	
LAKE NOKOMIS COMMUNITY WENONAH	\$		433.00
HIAWATHA COMMUNITY	\$	333.00	
LAKE HARRIET COMMUNITY UPPER	\$		333.00 translation service and PO Increase

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: \_\_\_\_\_

**INGCO International:**

Signature: \_\_\_\_\_

Name: Ingrid Christensen

Title: President

Date: 12/22/2020



# AIA<sup>®</sup> Document G801<sup>™</sup> – 2017

## Notice of Additional Services

**PROJECT:** *(name and address)*  
Loring School Improvements  
2600 North 44<sup>th</sup> Avenue  
Minneapolis, MN 55413

**AGREEMENT INFORMATION:**  
Date: December 7, 2020

**NOTICE INFORMATION:**  
Notice Number:  
Date:

**OWNER:** *(name and address)*  
Minneapolis Public Schools  
Special School District #1  
1250 West Broadway Avenue  
Minneapolis, MN 55414

**ARCHITECT:** *(name and address)*  
LHB, Inc.  
  
701 North Washington Avenue  
Minneapolis, MN 55401

Select as appropriate:

**ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**  
*(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)*

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:  
*(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)*  
Owner added scope of work to paint the ceiling in the gym. Amendment covers fees associated with design and construction administration of added scope of work.

Compensation Adjustment:  
\$5,400

Schedule Adjustment:  
additional scope will have a new schedule with anticipated final completion prior to 1/31/2021

**ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**  
*(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)*

The Architect hereby notifies the Owner of the need to perform the following Additional Services:  
*(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)*

Compensation Adjustment:

Schedule Adjustment:

*Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.*

---

**ISSUED BY THE ARCHITECT:**

LHB, Inc.

---

**ARCHITECT** *(Firm name)*

*Richard Carter*

---

**SIGNATURE**

Richard A. Carter, FAIA - CEO

---

**PRINTED NAME AND TITLE**

December 7, 2020

---

**DATE**

---

**OWNER'S AUTHORIZATION, IF REQUIRED:**

Minneapolis Public Schools  
Special School District #1

---

**OWNER** *(Firm name)*

---

**SIGNATURE**

---

**PRINTED NAME AND TITLE**

---

**DATE**





**PERFORMANCE  
DRIVEN DESIGN.**  
LHBcorp.com

December 2, 2020

Laurie McGinley, AIA  
Project Manager  
Capital Planning, Construction, and Maintenance  
Minneapolis Public Schools  
1250 West Broadway Avenue  
Minneapolis, MN 55411

## **PROPOSAL FOR ADDITIONAL SERVICES FY21 LORING ELEMENTARY SCHOOL IMPROVEMENTS AND RENEWAL GYM PAINTING AND ACOUSTICAL PANELS**

In the course of work on the FY21 Loring Improvements project, you have asked LHB to prepare a Proposal Request for the Contractor (Construction Results) to paint the Gym ceiling and add acoustic wall and ceiling panels. As you have indicated this is outside our original scope of work.

### **SCOPE OF SERVICES**

As requested, LHB has developed a scope and fee to assist the District in getting a Proposal Request for painting the Gym ceiling and adding acoustical panels. The scope includes the following:

- Investigate and model the existing Gym ceiling and wall graphics layout
- Provide a reflected ceiling plan and interior elevations construction drawings
- Provide specifications for painting and acoustical panels
- One (1) design meeting with the District
- Verify Proposal pricing
- Construction Administration during construction (up to two (2) site visits)

### **SCHEDULE**

We anticipate that design will take place in the next two weeks. Depending on product delivery timelines, construction will be during December 2020.

### **PROPOSED FEE**

Our proposed fee for the above scope of work is \$5,400.00, including reimbursable expenses. This does not include permit fees.

### **TERMS AND CONDITIONS**

Upon your approval of this proposal, LHB will prepare an agreement consistent with the terms and conditions of our standard agreement form.

We appreciate the opportunity to continue our work with MPS and look forward to this project.

Please contact Jonathan Pettigrew at 651-645-1944 if you have any questions.

Thank you for your consideration.

LHB, INC.



RICK CARTER, AIA  
CHIEF EXECUTIVE OFFICER



JONATHAN PETTIGREW, AIA  
ARCHITECT

c: Phil Waugh  
LHB File No. 180012.00

M:\18Proj\180012\100 Financial\101 Proposals\Additional Services - Attic Sealing\180012 20201201 Loring Add Services - Gym Paint and AWP.docx



MINNEAPOLIS  
PUBLIC SCHOOLS

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## COMMUNITY PARTNER CONTRACT FOR SERVICES (\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Project SUCCESS, “Contractor” (collectively “parties”).

### 1. TERM OF CONTRACT

- 1.1. This Contract is effective on December 1, 2020 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2021 or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2. Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### 2. SCOPE OF WORK

- 2.1. Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** (“Scope of Work”). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.



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### 3. CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

#### 3.1. Total Obligation.

#### 3.2.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$225,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

#### 3.3. Frequency of Invoicing and Terms of Payment.

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

#### 3.4. Taxes.

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the

payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

### 3.5. Fund Availability; Federal Funds Contingency.

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

## 4. GENERAL TERMS AND CONDITIONS

- 4.1. The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

## 5. AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

- 5.1. The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure



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implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

## 6. BACKGROUND CHECKS

- 6.1. Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.
- 6.2. Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

## 7. DATA PRIVACY

- 7.1. Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.



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## 8. STUDENT DATA

- 8.1. Contractors who require access to student data agree to the following:
  - 8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.
  - 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.
  - 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation ([partnership.evaluation@mpls.k12.mn.us](mailto:partnership.evaluation@mpls.k12.mn.us)). Basic reports are subject to a fee.
  - 8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (<http://rea.mpls.k12.mn.us>) and follow the applicable processes. Requests are also subject to a fee.
  - 8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (<http://rdi.mpls.k12.mn.us>) for a letter of support and approval.
- 8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:
  - 8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;
  - 8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;
  - 8.2.3. Establish policies and procedures to protect the confidentiality of the data;
  - 8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;
  - 8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);

8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

## 9. USE OF DISTRICT SPACE

9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also have the right, at its discretion, to terminate this contract without regard to notices required herein.

## 10. USE OF DISTRICT NAME OR LOGO

10.1. Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

## 11. MALTREATMENT OF MINORS REPORTING ACT

11.1. Contractor shall comply with all of the provisions of the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556.

## 12. PROFESSIONAL STANDARDS OF BEHAVIOR

12.1. Contractor shall maintain professional standards of behavior under the leadership and guidance of the building principal or site administrator.

## 13. OWNERSHIP OF MATERIAL

13.1. The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

## 14. INDEPENDENT CONTRACTOR

14.1. Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax



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withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

- 14.2. Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District to the extent permitted by law.

## 15. WORKER HEALTH, SAFETY AND TRAINING

- 15.1. Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

## 16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 16.1. Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

## 17. INSURANCE

- 17.1. At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional



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insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

- 17.2. Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has Director's and Officer's Errors and Omissions and professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured as the coverage. Contractor shall provide all such certificates to District.
- 17.3. Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.
- 17.4. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled.

## 18. INDEMNIFICATION

- 18.1. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. This shall not apply injuries, claims, damages, or loss caused by the intentional, willful, or wanton acts of District.

## 19. LIMITATION ON LIABILITY

- 19.1. In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

## 20. CONFLICT OF INTEREST/CODE OF ETHICS

- 20.1. Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of



obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

## 21. COMPLIANCE WITH LAWS AND DEBARMENT

21.1. Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

## 22. TERMINATION

22.1. The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

22.2. District may terminate this Contract in whole or in part for Cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses, including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.



22.3. Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## 23. RETURN OF DATA

23.1. Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

## 24. RECORDS MANAGEMENT AND MAINTENANCE

24.1. District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

## 25. NOTICES/ADMINISTRATION

25.1. Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may

designate by notice given pursuant to this section.

**Special School District No. 1**

Name of the District Signer: Aimee Fearing

Title: Senior Academic Officer

Email: [aimee.fearing@mpls.k12.mn.us](mailto:aimee.fearing@mpls.k12.mn.us)

**Partner**

Name: Project SUCCESS, Caitlin Devos

Email: [caitlinD@projectsuccess.org](mailto:caitlinD@projectsuccess.org)

Address: [www.projectsuccess.org](http://www.projectsuccess.org)

**26. ACKNOWLEDGMENT**

- 26.1. In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.
- 26.2. Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

## 27. NON-WAIVER

- 27.1. No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

## 28. ASSIGNMENT

- 28.1. Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

## 29. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- 29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

## 30. WARRANTY

- 30.1. Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and

to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

### 31. SEVERABILITY

31.1. If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

### 32. SURVIVABILITY

32.1. The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Kim Ellison

Title: Board Chair

Date: \_\_\_\_\_

**PARTNER**

By: *Adm Diercks*

Name: Adrienne Diercks

Title: Executive Director

Email: adrienned@projectsuccess.org

Phone: 612 868 8510

Date: 1/5/2021



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## EXHIBIT A: PROGRAMMING PROVIDED

### Description of Program and Delivery

#### Project Success

Project Success motivates and inspires each student in every school we serve to dream about their futures, help them create a plan to get there, and give them the tools and support they need to achieve their goals. Over the course of seven years — beginning in grade 6 and continuing through grade 12 — we engage students in-class through a facilitated curriculum and through local-to-global expeditions, arts programming, and skills-based certificates.

The four components of Project Success programming include:

- **Curriculum:** Our curriculum is delivered by professional facilitators through our monthly in-class workshops and throughout all of the rest of our programming. Our proven methodology helps students dream, ignite and grow.
- **Arts:** We utilize the power of theater and the arts to inspire, build community, act as a springboard for discussion and encourage students to tell their own stories. Arts include musicals and theater performances with Project Success.
- **Expeditions:** Local and global expeditions allow students to see a part of the world they have never seen before, or see something familiar in a new way, building confidence and opening new doors for their futures. Expeditions include college and career exploration, outdoor adventures, and global experiences.
- **Institute:** Certificates in computer coding, financial literacy, performing arts, and cooking on evenings and weekends through the Project Success Institute ignite possibilities for students and prepare them for life after high school.

Project Success complements the work of teachers and counselors by enriching the core curriculum and creating long-term relationships with students over seven years.

All program components are designed and proven to help students gain confidence and resilience in creative thinking, decision making, goal setting, and resourcefulness while developing the skills and generating the support to plan their futures.

Project Success helps 6<sup>th</sup>-12<sup>th</sup> grade students across Minneapolis to:

- **DREAM:** Develop the integrated identity needed to discover their motivations, engage their imaginations, and envision future possibilities in school, work and life.
- **PLAN:** Develop the agency needed to identify and access support that will help them focus on their futures and practice strategies that will promote their future planning.
- **ACT:** Develop the competencies needed to take action towards their future goals and apply values, successes and failures to their future decisions.

Project Success values equity, diversity, inclusion, and accessibility and strives to ensure all staff have the proper training to deliver on those promises in our programming. In the summer prior to the 2020-2021 school year, all Project Success staff and board members participated in the Culturally Responsive Leadership Institute to further develop understanding and tools for humanizing students and creating culturally responsive school communities and programming. The Workshops Team, including all Project



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Success facilitators, engage in ongoing monthly culturally responsive teaching training led by Laura Garcia, Director of Schools and Curriculum, to develop socially just, inclusive classroom practices. The Program Operations team engages in consistent, ongoing training around inclusion, equity, and accessibility in planning and executing all program events.

**Minneapolis High School Partners:**

Edison High School  
FAIR  
Longfellow Alternative High School  
MPS Online  
North High Academies  
Patrick Henry High School  
Roosevelt High School  
South High School  
Southwest High School  
Washburn High School  
Wellstone International High School

**Minneapolis Middle School Partners:**

Andersen United Community School  
Anne Sullivan Communication Center  
Anthony Middle School  
Anwatin Middle School  
Field Middle School  
Folwell Performing Arts Magnet  
Franklin Middle School  
Jefferson Middle School  
Justice Page Middle School  
Marcy Open School  
Northeast Middle School  
Olson Middle School  
Sanford Middle School  
Seward Middle School

**Deliverables:**

Project Success will offer a variety of experiences outside of classroom time for all of the Minneapolis public school students in each of the partner schools. Project Success experiential learning opportunities outside of class build on the foundation of our monthly workshops and the trusting relationships students develop with Project Success. Each experience incorporates a curriculum that encourages students to apply what they have learned, reflect on themselves and the world around them, and build and refine their skills and future plans. All 6<sup>th</sup>-12<sup>th</sup> grade students district-wide participate in programming, providing for increased interaction between students of different backgrounds.

Despite the challenges of the global pandemic, Project Success is here for students and families and continuing to offer programming within the following categories:



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- Monthly In-Classroom Workshops
- College and Career Tours and Exploration
- Project Success Institute Certificates
- Global Experiences
- Musicals
- Outdoor Adventures
- Theater Experiences

### **Project Success College and Career Tours and Exploration**

**Admission Session Student Panels:** We are offering a variety of live admission sessions throughout the school year. These include four year colleges, two year colleges, HBCUs, tribal colleges, technical schools, and more. Virtual sessions are free, during non-school time, and open to all 9-12th grade students. They are recorded and made available for all students following each session. They provide an opportunity for students to connect with admissions representatives and current college students, primarily Minneapolis public school alumni, to learn more about what the college can do for them!

Sessions are being offered with Florida Agricultural and Mechanical University (HBCU), Morehouse College (HBCU), Spelman College (HBCU), Columbia College Chicago, DePaul University, Loyola University Chicago, Northwestern University, Roosevelt University, University of Illinois at Chicago, Augsburg University, Carleton College, Concordia College, Fond du Lac Tribal and Community College, Hamline University, Hennepin Technical College, Minneapolis College of Art and Design, Minneapolis Community and Technical College, Minnesota State University Mankato, North Hennepin Community College, Rochester Institute of Technology: National Technical Institute for the Deaf, Summit Academy OIC, St. Catherine's University, University of Minnesota – Morris, University of Minnesota – Twin Cities, University of St. Thomas, Alcorn State University (HBCU), Fisk University (HBCU), Howard University (HBCU), The College of Menominee Nation, University of Wisconsin – Eau Claire, University of Wisconsin – River Falls, and more.

**Multi-college student panels:** We are offering a variety of live multi-college student panels throughout the school year. Virtual sessions are free, during non-school time, and open to all 9-12th grade students. They are recorded and made available for all students following each session. They provide an opportunity for students to connect with former MPS high school students as they share their stories, experiences, and insights from their college! This is an opportunity for students to ask questions and compare and contrast up to 5 different colleges in one session.

**Podcast:** College Conversations: How do students decide which college or post-secondary option is best for them? Project Success facilitator Kyle interviews MPS students and experts on important post-secondary related topics, all to help inform the decision-making process. Episodes from Fall 2020 included:

**Episode 1: Decision Making (9/28)** Kyle connects with Cheryl (admissions coordinator at MCTC), Lana (Patrick Henry 10th grader) and Jordan (South Alumni now studying at the U of M) on their perspective of which factors are the most important when choosing a college.



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**Episode 2: First-Generation Scholars (10/5)** Kyle connects with Kenzie (UMNTC Coordinator of Multicultural Outreach & Community Partnerships, Undergraduate Office of Admissions), Jeremiah (GEAR UP Program Manager), and Hana (Project Success Facilitator) on what it means to be the first to attend college. What are the challenges of being the first? How can you celebrate being the first?

**Episode 3: Self-Advocacy (10/19)** Kyle connects with Josh (admissions officer at Fond du Lac Tribal & Community College), Leo (12th grade student at Roosevelt High School), and Alwyn (MPS North High School Alumni) on Self-Advocacy. How can you be your own advocate both in college and during the college process? Why should you ask for what you need and what does self-efficacy have to do with it?

**Episode 4: Community & Campus Support (10/26)** Kyle connects with Derek (Manager of Counseling Services, Office of College and Career Readiness at MPS), Shonna (Associate Director of Undergraduate Admissions at Augsburg), and Chelsea (10th grader, and PS alumni) about what do you need to feel supported on a college campus. How do you ask for support? Who can you go to? What resources are there and how can your community support you?

**Episode 5: Financial Aid (11/2)** In our final fall episode, Kyle connects with Sam (Financial Aid Counselor at the Dougherty Family College, St. Thomas), Keeley (Senior Financial Aid Counselor at St. Catherine University), and Zoe (10th grader at Southwest) about the cost of college. How can you pay for college? Is the debt even worth it? Who can support you?

**Episodes for Winter/Spring to include:**

- What is Summer Melt? What are the tools and resources to help you navigate the summer before college?
- College Alternatives PT 1 (Gap/Paid Gap Year/Apprenticeship/Military/Career Ready/Unique College Degrees/Freelance/Acting/Artistry)
- College Alternatives PT 2 (Gap/Paid Gap Year/Apprenticeship/Military/Career Ready/Unique College Degrees/Freelance/Acting/Artistry)
- College Alternatives PT 3 (Gap/Paid Gap Year/Apprenticeship/Military/Career Ready/Unique College Degrees/Freelance/Acting/Artistry)
- What type of college do I choose? (Community, Technical, Univeristy, Tribal, Big School, Little School, Urban, Rural?)
- Experiences of attending an HBCU.
- College Athletics? Conversation about the support, resources, and advice for students who are thinking about college athletics.
- Resources & Support for Students who are Undocumented.
- STEM Colleges & Careers.
- What is your purpose? Multiple testimonials edited together from community members, leaders, and students: on what does connecting to your purpose look like for you?

**Spring Break Workshop Week “College Success”:** For spring break 2021, Project Success will host a week of workshops for all MPS 9<sup>th</sup>-12<sup>th</sup> graders. These workshops will be designed to help students with



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decision-making, information-gathering, and practical next steps critical to post-secondary enrollment and planning. These workshops will be hosted live with Project Success facilitators and high school and college counselors from a variety of institutions.

### **Project Success Institute Certificate Programs**

The Project Success Institute provides young people with experiences that stretch, deepen, and hone their aspirations. Project Success offers workshops and certificates in performing arts, financial literacy, wellness, and computer coding so that students have a broader sense of the occupations and lifestyles available to them, both in the future and in their lives today. Opportunities for Minneapolis Public School students in grades 9-12 take place during evenings and weekends. All levels of experience are welcome.

There are three trimesters offered in the Institute with four certificates on evening and weekends for a duration of 10 weeks. On average, 30-40 students participate in each evening's certificate program, representing all of the MPS high schools. During fall and winter trimesters for the Institute, all Institute courses will take place virtually with engaging, interactive components for the full class each night along with one-on-one coaching. There are also hybrid components included, such as delivery of groceries to student homes for students to participate in the cooking certificate.

#### **Fall 2020 Institute Schedule – 10 Weeks**

- Mondays: CREATING MUSICAL THEATER
  - Students join an ensemble of writers and performers to create an original musical theater piece for the web.
- Tuesdays: FINANCIAL LITERACY
  - Students learn how to manage a personal budget and take a critical look at how financial institutions affect our lives so they can reach their goals.
- Wednesdays: COOKING
  - Students build home cooking skills by exploring moist and dry heat, seasoning, and exploring the roots of cooking styles across the world.
- Thursdays: CODING
  - Students build fundamental coding skills by working with professional programmers to learn the basics of computer coding.

#### **Winter 2021 Institute Schedule – 10 Weeks**

- Mondays: CREATING MUSICAL THEATER (Open to middle school students and high school students)
  - Students join an ensemble of writers and performers to create an original musical theater piece for the web.
- Tuesdays: FINANCIAL LITERACY
  - Students learn how to manage a personal budget and take a critical look at how financial institutions affect our lives so they can reach their goals.
- Wednesdays: COOKING
  - Students build home cooking skills by exploring moist and dry heat, seasoning, and exploring the roots of cooking styles across the world.



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- Thursdays: CODING
  - Students build fundamental coding skills by working with professional programmers to learn the basics of computer coding.

### Spring 2021 Institute Schedule – 10 Weeks

- Mondays: CREATING MUSICAL THEATER (Open to middle school students and high school students)
  - Students join an ensemble of writers and performers to create an original musical theater piece for the web.
- Tuesdays: FINANCIAL LITERACY
  - Students learn how to manage a personal budget and take a critical look at how financial institutions affect our lives so they can reach their goals.
- Wednesdays: COOKING
  - Students build home cooking skills by exploring moist and dry heat, seasoning, and exploring the roots of cooking styles across the world.
- Thursdays: CODING
  - Students build fundamental coding skills by working with professional programmers to learn the basics of computer coding.

### Outdoor Adventures

**Outdoor Club:** With our middle school partners, offering students an Outdoor Club. This club meets for 9 weeks, once a week for 90 minutes and provides a list of outdoor challenges for students to explore with their family or on their own outside of club sessions. Students engage in interactive activities together helping them to grow their love and understanding of nature and the outdoors. In fall 2020, we offered an outdoor club specific to a couple middle schools and in winter 2021 we will host a district-wide club open to all MPS middle school students.

**Connecting to Nature and Purpose:** A live online webinar series for students and families to attend and explore different perspectives on access, appreciation of nature and outdoor recreation and provide resources for your future outdoor adventures.

**Welcoming Students to the 6th Grade: Transition Experiences:** The Project Success DIG Transition Experience was conducted with more than 1,500 middle school students including a 1-hour curriculum package for teachers to do with their Project Success facilitator for their incoming 6th grade students and mailings to the homes of all students and teachers that participate.

**Boundary Water Canoe Area Trips:** Since 1999, Project Success has brought middle school students on a 7-day adventure in the Boundary Waters Canoe Area Wilderness each summer. In the BWCA, students build strength of mind and body, gain appreciation for nature, work together as a community and inspire each other. These skills and character assets are critical for academic and life success and helps schools build connectedness, an important factor for positive academic and social and emotional outcomes. Project Success is planning for trips to the Boundary Waters including up to 150 middle school students from across the district’s middle schools during July 2020 or for alternative summer programming in Minneapolis that will meet the BWCA objectives and safety considerations.



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**Outdoor Adventure School-Wide Residency Programs:** We are working with each middle school partner to create residency programs focused on development of social-emotional skills for students through outdoor activities and alignment with health curriculum standards.

### **Theater Experiences**

Project Success always offers multiple theater events each year to students and their families, at no cost due to the generous in-kind donations from over 40 theater partners. While many theaters are closing their doors to prioritize the health and safety of families, our partners (local and beyond) continue creating art that they are excited for students to experience. We offer those experiences to students to attend in their homes at no cost to them.

**Spotlight Series:** Ongoing, curated resource list of other arts opportunities available to students, families and teachers to access throughout the fall, no added curricular aspect from PS. Within this category there are two subsets:

- Available Anytime - any free and open arts performances or content, no limit on tickets/access/cost.
- Limited Run - any shows that include an access code or short-term run of the show, may have a limit on ticket numbers for various reasons

**Online Arts with Project Success:** Live or pre-recorded opportunities promoted directly to students and families and included curricular aspect for student engagement/link to workshop curriculum.

**Virtual Field Trips and Residencies:** Handpicked opportunities to work with teachers on providing in-class arts experiences (live or pre-recorded). Project Success will collaborate with partner teachers to create a fit for what they want and need to align with the ELA curriculum.

### **Global Experiences**

Each year, Project Success offers global expeditions to global cities in the United States and internationally for students. This school year we are focusing on connecting across the globe from home. Through a series of virtual events offered to all MPS 6<sup>th</sup>-12<sup>th</sup> grade students focusing on different locations around the globe, we celebrate what makes us each unique and highlight our shared humanity. We will pick either a Minneapolis Sister City country or a place that has a special connection to Project Success and explore different stories, experiences and perspectives through the lenses of history, art, culture and global dialogue. Examples of that programming from fall include:

#### **Mexico – September and October**

We kicked off this series exploring and participating in various events throughout Mexico. We discovered the cultural, artistic, and natural history museums in Querétaro through virtual tours. We delved into a five-day festival featuring Mexican artists in the realms of theater, music, opera, and the arts, and closed out this session tuning in to the amazing percussion group, Tambuco.

#### **Kenya and South Africa – November and December**



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Students will voyage to the Maasai Mara National Reserve to attend a live safari. Students will have the chance to get their questions answered live by the naturalists and guides including learning general information regarding this species, the topic of extinction, and their global conservation efforts. Students are invited to a unique cooking experience with Chef Raphael based out of Nairobi, Kenya. This will be a great opportunity to learn more about Kenyan cuisine through cooking Ugali, Sukuma Wiki and Githeri while getting to know fellow MPS students who share similar interests.

**Pen Pal Connections:** Pen Pal Connections is a unique opportunity to foster ongoing dialogue and understanding among youth. During this 12-week correspondence, students will be asked to send three letters, emails, audio recordings, or videos and can expect to receive three correspondences. This will occur on an alternating basis every two weeks. All correspondences will be sent through the PS team and a partner teacher at the pen pal's school. More than 150 students 6<sup>th</sup>-12<sup>th</sup> graders across all Minneapolis partner schools are participating and connecting with students from Mexico, Senegal, Czech Republic, Brazil, France, and more! Students are celebrating our shared humanity and building cross-cultural understandings.

### Musicals

This year, our musical experience looks a bit different — but we're thrilled to present a musical experience for middle schools: Off Stage, Off Book.

**Off-stage, Off-book:** We're shining a spotlight on student stories and look at students' lives through a musical lens.

- 6 week programs with middle school partners – open to all 6<sup>th</sup>-8<sup>th</sup> grade students
- Program includes 12 live meetings for middle school students and also makes use of pre-recorded video resources ending with a recorded showcase of student work

**Fundamentals in Musicals Series – Confidence on Stage:** Videos series on our website guiding students in the fundamentals of auditions, movement and confidence on stage.

### Service Outcome

Contractor will increase interracial contact to enhance learning at racially identifiable schools and reduce the opportunity gap for students through experiences of excellence in arts, expeditions, and certificates for middle and high school students.

The Project Success model is proven and is linked to better in-school outcomes such as attendance and grade point average – particularly for students where the achievement gap is the widest, and when asked who “assisted them in future planning,” 88% of high school students rated Project Success ahead of friends, counselors and teachers and second only to parents and guardians.

After conducting a data analysis with Minneapolis Public Schools Department of Research, Evaluation, Assessment and Accountability (REAA), Eric Moore, Chief of Accountability, Innovation and Research, Minneapolis Public Schools shared “Project Success helps support our efforts in closing the achievement



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gaps. We see statistically significant positive gains in on-time graduation rates, attendance and, most importantly, grade point average.”

The University of Minnesota Center for Applied Research and Educational Improvement (CAREI) reports that Project Success students are developing key soft skills needed for future success:

- 80% of students say Project Success helps them understand themselves and each other better.
- 90% of teachers report Project Success helps students to be more self-aware of their strengths, and better problem solvers.
- 90% of High School students report Project Success helps them think about their future, set goals and create a plan for after graduation.
- Project Success makes a positive, enduring difference in students’ lives. When teachers change or families move throughout the district, Project Success is still there, providing consistent, hands-on support for youth at a critical time in their development.

## Method of Evaluation

Project Success seeks ongoing feedback from students, teachers, principals, and parents to ensure Project Success is effectively reaching students. Project Success conducts mid and end of year surveys with partner teachers, hosts one-on-one check ins with principals multiple times yearly, and seeks and utilizes students from students year-round. Feedback is incorporated in a timely manner to enhance program services and outcomes.

In addition, Project Success has partnered with The University of Minnesota Center for Applied Research and Educational Improvement (CAREI) to conduct independent evaluations, and works closely with Minneapolis Public Schools Department of Research, Evaluation, Assessment and Accountability to analyze data in the context of students’ academic achievement and engagement.

Project Success uses measurement and evaluation data to:

- 1) Verify that the program is achieving the desired outcomes;
- 2) Inform current and future program planning and program refinements; and
- 3) Be accountable to our youth, teachers, schools, theaters, parents, and funders.

## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

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# Wenonah Elementary School Addition and Renovation

**Contract Sum: \$5,043,115.54**

**Contractor: Sheehy Construction**

## Project Name and Number

Wenonah Elementary School  
5625 23<sup>rd</sup> Avenue South  
Minneapolis, MN 55417  
Minneapolis Public Schools Project Number 18WENO002  
RFP 21-05

## Description

Relocate existing media center and office in order to create a safe and welcoming entrance. Construct an addition that includes a new kitchen and cafeteria. Replace existing chiller that has reached the end of its useful lifecycle. Replace ceiling tiles in corridors that have reached the end of their useful lifecycle.

## Contract Sum details

Item	Price	Status
Base Bid	\$5,043,115.54	accepted
Alt	None	n/a

## Contract Documents

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



# 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 thirteenth day of January in the year 2021  
(In words, indicate day, month and year.)

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

Wenonah Elementary School Additions and Remodeling  
Minneapolis, MN 55417

**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)

Sheehy Construction Company  
360 Larpenteur Ave West, Suite 200  
Saint Paul, MN 55113

### 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.)*

<b>Causes of Loss</b>	<b>Sub-Limit</b>
-----------------------	------------------

**§ 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.)*

<b>Coverage</b>	<b>Sub-Limit</b>
-----------------	------------------

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

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

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

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

[ ] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, 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.

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

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

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

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

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

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

*(Paragraph deleted)*

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

*(Paragraphs deleted)*

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

### § A.3.3 Contractor's Other Insurance Coverage

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

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

If Professional Liability insurance is required as part of 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 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 11:50:57 CT on 01/04/2021.

## PAGE 1

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

...

Wenonah Elementary School Additions and Remodeling  
Minneapolis, MN 55417

...

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

...

Sheehy Construction Company  
360 Larpenteur Ave West, Suite 200  
Saint Paul, MN 55113

## 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.3.2.2.1 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

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

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

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

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

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

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

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

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

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

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

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If Professional Liability insurance is required as part of 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

Wenonah Elementary School  
5625 23<sup>rd</sup> Avenue South  
Minneapolis, MN 55417  
Minneapolis Public Schools Project Number 18WENO002  
RFP 21-05

### Description

Relocate existing media center and office in order to create a safe and welcoming entrance. Construct an addition that includes a new kitchen and cafeteria. Replace existing chiller that has reached the end of its useful lifecycle. Replace ceiling tiles in corridors that have reached the end of their useful lifecycle.

### Contract Sum

The Contract Sum shall be \$5,043,115.54

# 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

Wenonah Elementary School  
5625 23<sup>rd</sup> Avenue South  
Minneapolis, MN 55417  
Minneapolis Public Schools Project Number 18WENO002  
RFP 21-05

### Description

Relocate existing media center and office in order to create a safe and welcoming entrance. Construct an addition that includes a new kitchen and cafeteria. Replace existing chiller that has reached the end of its useful lifecycle. Replace ceiling tiles in corridors that have reached the end of their useful lifecycle.

### Schedule

#### Substantial Completion

Interior work will be substantially complete on or before August 9, 2021.  
Work will be substantially complete on the addition by or before December 3, 2021.

#### Portion of Work

Portion of Work	Substantial Completion Date
Interior Work	August 9, 2021
Addition	December 3, 2021
Preliminary Fire Marshal Inspection	July 23, 2021
Ventilation on in Office	July 30, 2021



# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

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

AGREEMENT made as of the thirteenth day of January 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)

Sheehy Construction Company  
360 Larpenteur Ave West, Suite 200  
Saint Paul, MN 55113

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

Wenonah Elementary School Additions and Remodeling  
5625 23<sup>rd</sup> Avenue South  
Minneapolis, MN 55417

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

MLA Architects, AIA  
12 Long Lake Road, Suite 17  
Saint Paul, MN 55115

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.

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

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

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

*(Table Deleted)*

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

#### ARTICLE 4 CONTRACT SUM

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

##### § 4.2 Alternates

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

*(Table Deleted)*

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

*(Paragraph Deleted)*

*(Table Deleted)*

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

*(Paragraph Deleted)*

*(Table Deleted)*

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

*(Paragraph Deleted)*

*(Table Deleted)*

##### § 4.5 Liquidated damages

Init.

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

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

*(Paragraph Deleted)*

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

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

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

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

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

*(Paragraph Deleted)*

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

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

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

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

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

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

- .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

.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)*

Laurie McGinley and Christina Johnson  
1250 West Broadway Avenue  
Minneapolis, MN 55411

§ 8.3 The Contractor’s representative:

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

Daniel Krause  
Sheehy Construction Company  
360 Larpenteur Ave West, Suite 200  
Saint Paul, MN 55113

§ 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**

Init.

(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)

DANIEL M. KRAUSE, 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 11:51:32 CT on 01/04/2021.

## PAGE 1

**AGREEMENT** made as of the thirteenth day of January in the year 2021

...

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

...

Sheehy Construction Company  
360 Larpenteur Ave West, Suite 200  
Saint Paul, MN 55113

...

Wenonah Elementary School Additions and Remodeling  
5625 23<sup>rd</sup> Avenue South  
Minneapolis, MN 55417

...

MLA Architects, AIA  
12 Long Lake Road, Suite 17  
Saint Paul, MN 55115

## 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

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User Notes:

(3B9ADA28)

...

§ 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.

...

Laurie McGinley and Christina Johnson  
1250 West Broadway Avenue

Minneapolis, MN 55411

...

Daniel Krause  
Sheehy Construction Company  
360 Larpenteur Ave West, Suite 200  
Saint Paul, MN 55113

**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](#)

...

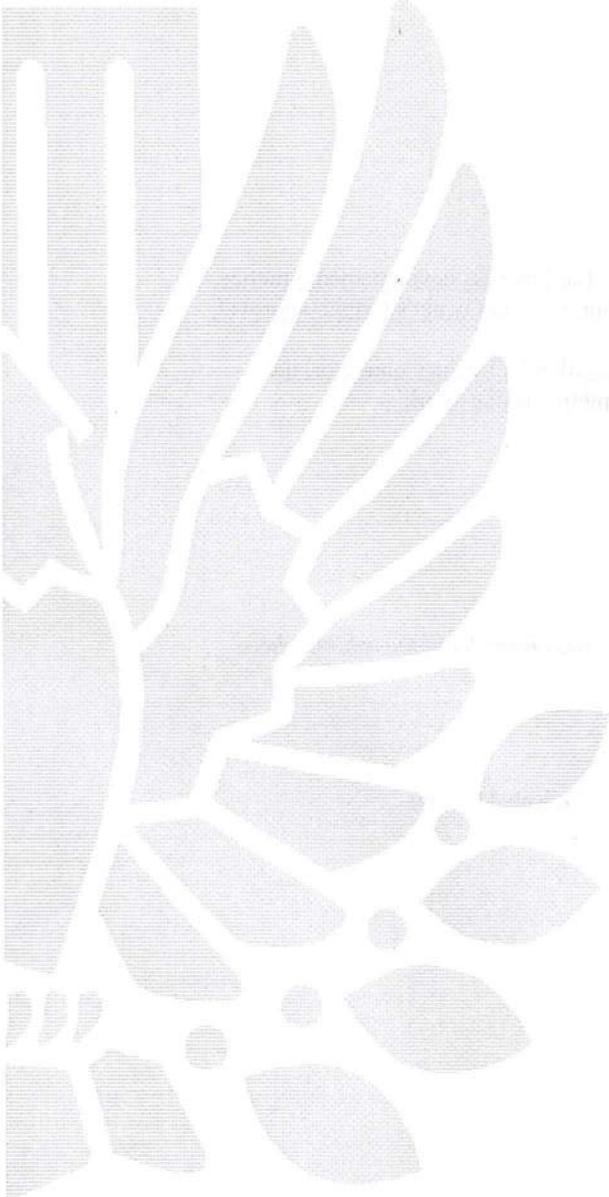
The Sustainability Plan:



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 11:51:32 CT on 01/04/2021 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<sup>®</sup> Document E203<sup>™</sup> – 2013

## ***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<sup>™</sup>–2013, Project Digital Data Protocol Form and AIA Document G202<sup>™</sup>–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<sup>™</sup>–2013, Project Digital Data Protocol Form, and G202<sup>™</sup>–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.

Init.

§ 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.)*

[ X ] 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.
- 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;

- .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

Init.

- .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.

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	Applicable	Owner	
§ 4.9.5	Space Management	Applicable	Owner	
§ 4.9.6	Maintenance Management	Applicable	Owner	

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)



**Proposal for:**

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

**Project:**

Wenonah Elementary School  
Additions and Remodeling  
5625 – 23rd Avenue South  
Minneapolis, Minnesota 55417

**From:**

Sheehy Construction Company  
360 Larpenteur Ave West, Suite 200  
St. Paul, MN 55113

## 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: Wenonah Elementary School Addition and Remodeling

#### 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
- 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.	Date/Initials	No.	Date/Initials	No.	Date/Initials
1	11/9/20 <i>DMK</i>	2	11/13/20 <i>DMK</i>	3	11/16/20 <i>DMK</i>

#### 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.

Sheehy Construction Company

Name of Company

Daniel M. Krause

Printed Name of Firm Representative\*

Dan.Krause@sheehyconstruction.com

E-mail

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

11/19/2020

Date

*Dan Krause*  
Signature of Firm Representative

651-488-6691

Phone

**ATTACHMENT B**

**Proposal Form**

**CRITICAL TEAM COMPONENTS**

Name of General / Prime Contractor: Sheehy Construction Company

Name of Project Manager: Danial Hannover

Name of Site Superintendent: Dave Weinzettl

**PROJECT DURATION**

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

**PROJECT COST**

**Project Name: Wenonah Elementary School Addition and Remodeling**

Total Cost for Pre-Construction Services and General Construction Costs: \$ \$5,043,115.54

Base Pre-Construction Services – Total Base Cost: \$ 0

Base General Construction Costs – Total Base Cost: \$ \$5,043,115.54

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

Attached  Yes  No

Schedule of Values

- General Requirements
- General Construction (Items not included below, may be broken done further)
- Permits
- Bonds
- Mechanical
- Electrical
- Construction Fee
- ~~Estimating Contingency~~ <sup>1</sup>

**Key Subcontractors:**

HVAC U.S. Mechanical

Plumbing U.S. Mechanical

Electrical Bluesky Electric

Technology Systems Bluesky Electric

Security Systems Bluesky Electric

Fire Suppression Summit Companies

Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

**NOTE: USE OF THIS FORM AND AIA G703 IS MANDATORY**

**1 – Addendum No. 1**

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:  
APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO:  
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	General Requirements	\$320,567.50						\$320,567.50	
2	General Construction	\$2,269,679.51						\$2,269,679.51	
3	Permits	\$39,609.00						\$39,609.00	
4	Bonds	\$30,668.46						\$30,668.46	
5	Mechanical	\$1,463,590.00						\$1,463,590.00	
6	Electrical	\$729,900.00						\$729,900.00	
7	Construction Fee	\$189,101.07						\$189,101.07	
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
	<b>GRAND TOTALS</b>	\$5,043,115.54	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,043,115.54	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

## 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:** COVID-19: Although recently a couple of pharmaceutical companies have announced advancements in their COVID-19 vaccines, the Country is likely months away from having access to these drugs. Due to that and the increasing numbers of cases in the State, COVID-19 protocols are critical to maintain crew's health to ensure the construction team is meeting project deadlines.

**Solution:** In order to ensure that the project's critical path is met by our on-site personnel, we will maintain protocols that will minimize the impact on the jobsite. protocols will include a virtual sign-in with a medical screening included on an online form developed by us to assist in contact tracing. Upon arriving on site, every person will be required to sign into this form from their own personnel device, eliminating a contact point from others. As these individuals enter the site, a strict enforcement of social distancing and face coverings will be enforced to ensure individuals are as protected as they can be on a construction site. This will ensure that our crew's impact on each other is minimized and tasks stay on or ahead of schedule.

**Documented Performance:** Since early 2020, our team has continued to evolve our safety measures to best combat COVID-19 while maintaining a sensible approach to our construction projects. In addition to disseminating face coverings and hand sanitizer to our employees and job sites. Our Company policy has been updated regularly to reflect local and national mandates as well as best practices. We have developed an online questionnaire that allows contact tracing, while screening individuals on site. As a result of our COVID protocols, we have been able to keep all of our jobsites open and safe with only a few incidences of COVID cases within our crews.

**Risk 2 Description:** Site Safety within occupied facilities. The building will be occupied with staff and students for most of the construction. Students and faculty are not always aware of the dangers of construction. Their normal course of activities and movement around the facility may be disrupted. Our approach to safety will minimize issues related to safety. Safety hazards include but are not limited to open excavations, heavy equipment, falling objects, noise, chemicals and the like.

**Solution:** Prior to mobilization, a strategy will be developed with input and direction from our third-party safety consultant, our field leadership, and subcontractors. We are responsible for the means and methods of safety protocols. However, MPS will be a valued partner in identifying overall areas of concern and specific concerns related to staff and students. We will provide site specific safety protocols that will be monitored by our Superintendent and third-party safety consultant. Proactive measures will include signage, overhead protection, fencing, temporary partitions and eliminating attractive nuisance area. Weekly safety meetings will be conducted to discuss ongoing risks and potential changes that may be required in accordance to the changing needs of the staff, students, and site conditions. Safety audit reports will be provided to MPS.

**Documented Performance:** Safety is a top priority. Our field leadership has OSHA 30 safety certifications as well as other safety certifications. Our systematic approach to safety has resulted in very few lost workdays and an Experience Modification Rating (EMR) of .91 (construction industry average is 1.0).

**Risk 3 Description:** Lead Times: During these unprecedented times, material lead times have been a constant moving target for Contractors. Between COVID-19, civil unrest, and various tariffs; material lead times have been in constant flux for more than a year.

**Solution:** We have already started developing as list of long lead-time items. After award we would continue to develop that list and identify the impact of each item and come up with a solution for each item. Those solutions may include: 1. Paying for expedited shop drawings, 2. Paying for air freight instead of ground. 3. Holding dimensions instead of field measuring, 4. Identifying alternative products. 5. Adjusting the schedule to accommodate the late delivery. 6. Working overtime to accommodate the late delivery. Ultimately, the key is to identify lead-time issues early to have the

best opportunity to adjust.

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**Documented Performance:** During the submittal process during our Birch Grove Elementary School project in Brooklyn Park, it was identified that the specified tile manufacturer was scheduling a shutdown at their factory because of COVID-19. We were able to identify this issue and communicate it to the project team. Submittals were expedited and architectural review turned around in a day. We were able to procure the material and have it delivered prior to the plant closing. Other projects within the District that did not identify the issue were required to use alternative materials or wait for the manufacturer to re-open their plant.

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**Risk 4 Description:** **Disruptions to Staff/Students:** With a spring 2021 start, Construction noise can be disruptive and distracting to staff and students.

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**Solution:** Coordinate and schedule construction activities to maximize progress in areas inside the existing building during unoccupied times. In addition, we want to minimize disruption while the school is occupied. We plan to mitigate sound disruption from building addition in the courtyard. There are five classrooms and administrative offices that abut the addition. We plan to apply insulation over existing windows to act as a sound buffer for these rooms. In addition to this, we will explore possible measures of having increased noise activities happen during non-school hours (7:00 – 9:35am and 4:05 – 6:00pm). Should those hours require construction personnel to be on site later than 4:00pm, we will inform MPS staff at a minimum 48 hours in advance. Some solutions are proactive but being willing to adjust and react to immediate unplanned needs can be even more important.

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**Documented Performance:** During the Spring of 2020, we showed this experience at Birch Grove Elementary School in Brooklyn Park. During that time, we were able to successfully complete piping and welding within the school's tunnel with classrooms occupied without any disruption. After the State's mandate of school closures went into effect, staff continued to utilize the building for distance learning and food distribution. These activities went uninterrupted with full construction activities being conducted.

---

**Risk 5 Description:** **Disruption to Office Personnel:** The primary area of remodel is the existing office and media centers. To accomplish the remodel of these areas, the personnel of these areas will need to be vacated.

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**Solution:** Per our attached milestone schedule, our team does not intend to begin the remodel of the existing office and media center until after the school year is completed and MPS has had a week to move out of the areas. This will allow the School's staff to continue operations uninterrupted as they close out the school year. The only exception to this would be any mechanical, electrical, or plumbing connections that may need to be tied into this area to accomplish the addition. Should any disruptions need to take place, they will be thoroughly coordinated to minimize the impact on the staff.

---

**Documented Performance:** Coordinating the sequencing of work areas was something that was a critical factor in many recent projects, the best example of this would be at our Calvary Church – Roseville where we were again conducting a project in an occupied building. We were able to phase the project to minimize the impact of how on the nursery was impacted. We reduced what was planned as a few months of impact down to just a few short weeks. The coordination and strategy that was conducted on the front end of the project and allowed us to renovate the new nursery area prior having to disrupt the existing nursery. We were able to maintain the Church's operations and maintain the project schedule.

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## 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:** **Working on an Occupied Building:** Most of our yearly volume of work is completed in occupied facilities that include schools, churches, MSP international airport and the like. We take pride in our ability to work with owners to maintain their operations and building their spaces. It takes communication, planning and high standard of care to implement and successfully accomplish and complete a project when a building is occupied. We will apply our 60 plus years of experience to this project.

**Documented Performance:** Whether a school, church, public or private occupied building, we take the same level of care and planning as it relates to working around building occupants. On a recent church project we held multiple meetings that allowed us to gain a better understanding of the owner's daily operations and use of the building. Those meetings allowed us to have a better understanding of how the construction would impact their operations. We developed an overall general plan that included daily communication and lookahead schedules, with staff leadership, so that we could plan, in advance, how to adjust our schedule to accommodate the owner's operations. We also identify any important dates of both the Owner and contractor and place those dates on the schedule for all to see and we make adjustment based on our weekly meetings. Those adjustments may include signage, other written communications, limited work hours, work stoppages, adjustment to temporary access, etc. We stress understanding the needs of those clients and the ongoing operations. We tailor a plan to each individual client and have an develop realistic goals that fit the needs of the Owner while being able to accomplish other project goals.

**Project Capability 2 Claim:** **Coordination:** Coordination among construction team members is important to maintain the progress of the project and minimize any surprises that can cause schedules to slip and expectations not to be met. Leadership from our office, field and subcontractors hold meetings pre-construction and during construction, to identify work items or issues that could have an impact on other trades. Our team will meet with key subcontractors either on site or virtually to discuss potential issues and talk through pinch points in the schedule and establish a collective plan to meet project goals, assure safety and maintain progress.

**Documented Performance:** Space was limited above the ceilings at Birch Grove Elementary School. Extensive coordination came into play in order to achieve the goal of not lowering the ceiling. The design did not account for all the materials of the plumbing, HVAC, Fire Protection and Electrical trades that needed to fit above the ceiling. In coordination with our subcontractors, we identified early in the process that there was a need for much coordination if we were to achieve the goal of not lowering the ceiling. We worked together as a team to create a solution with the design team that allowed us to achieve that goal and at no additional cost to the Owner. By identifying this issue early in the process, it gave us the time to come up with a solution without causing a delay had this issue been discovered late in the process.

**Project Capability 3 Claim:** **Communication:** The foundation to any successful project is establishing communication throughout the project team and working together with all stake holders from Day One of the project. We will begin communicating with key personnel from each subcontractor and supplier immediately after award. In early meetings we will identify critical items and set goals and establish processes that will allow us to keep up to date information on the status and progress of each critical area. We use various forms of web bases information that allow each subcontractor and supplier to share and receive information, and ask questions of the project team. Our team's experience in project communication allows us to understand not only the critical team members to communicate throughout the project, but also understanding the proper questions to be asking of our subcontractors and the design team. Being able to do this allows us to identify problems before they arise and helps mitigate them before they cause potential delays. The information is shared with the entire team.

**Documented Performance:** This past Summer, we were working on an MPS school where team communication saved potential cost and delay to the project. Through our meetings and team discussion, it was discovered that a product that was specified was not compatible with the substrate that it was being applied to. We identified the issue, shared it with the Architect and the Owner and there was pushback from the architect. After extensive communications it was agreed by the

Architect that substrate was indeed incompatible with the siding product. Had there not been good communication, the product may have been installed and created a code violation and a life safety issue. Though changes to the substrate design did result in added cost, it would have been much more costly to remove and replace if the issue was not communicated until after the installation.

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**Project Capability 4 Claim:** **Project Management Software:** While utilizing project management software is becoming standard operating procedure in the construction industry, not every contractor that is using these programs fully utilize all of the program's capabilities. When properly using all of the functions of a project management software, it allows the general contractor to put responsibility on individual parties and establishes reminders for all parties involved. This assists in many of the administrative aspects of a project and helps mainstream solutions for problems and reviews for submittals. In addition to this, it allows all parties set up to properly review their respective items of the project without being bogged down with the items they are not involved in.

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**Documented Performance:** Over the course of three Minneapolis Public School projects this last year, we utilized Submittal Exchange on all of the projects. Utilizing this software, we were able to mainstream submittals and RFIs for the design team and the QA/QC MPS staff. This alleviated many emails and miscommunication between parties as to where administrative items were at.

---

**Project Capability 5 Claim:** **Scheduling:** K-12 school projects always come within a tight schedule with extraordinary circumstances to work around. Our team has an extensive background in these projects, both public and private, that allows us to bring an extensive knowledge to the team to best accomplish the project. In order to accomplish these projects, having a detailed overall schedule driving the project is critical. Taking our experience in school projects and having experience with kitchens, will allow us to create a detailed schedule that communicates the task of each trade and gives them an understanding of their impact on the overall schedule. In addition to an overall schedule, our Superintendent with over 30 years of experience will be driving the overall schedule by bringing subcontractors onto the site and will push the intent of the overall schedule with their short interval schedule.

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**Documented Performance:** Our team is successful at driving K-12 projects with a detailed schedule throughout the years. School project often come with tighter schedule perimeters than the nine months prescribed for this one. However, our experience in the Minneapolis Public Schools and many other districts, are example of our capability to accomplish the high demands of an elementary school. We have multiple examples of this from this District and others. Listing those schools would provide identifying information, which is prohibited.

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Attah

**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:** Post Proposal Bid Evaluation

**How will this add value?** Given the extensive amount of requirements of the proposal that cannot be infilled until the day, often not until minutes prior to the submission of the proposal; there will be a number of contractors that will submit their bids after the proposal is completed or after the required 1pm deadline. Due to this, between 11/18/2020 and 12/8/2020 we will be able to further analyze the subcontractor's bids and be able to provide a cost savings to the Owner.

**Documented Performance:** Industry wide whenever there is a proposal or bid for a project of this magnitude; there is almost always subcontractors that either wait until up to the deadline to submit their bid or they neglect the deadline and submit prior to the typical 2pm bid time. This typically becomes a cost savings to the General Contractor, a cost savings that we want to pass on to Minneapolis Public Schools.

**Cost Impact (%):** -TBD                      **Schedule Impact (%)** TBD

**Item 2 Claim:** Rip frost and temporary heat concrete and masonry.

**How will this add value?** By adding these elements to the project, the project will be able to begin at least a month earlier than currently project. This would allow the kitchen addition to be completed earlier than early December for MPS use.

**Documented Performance:** Our Company has utilized this approach on previous recent projects to allow our clients to occupy their spaces earlier than anticipation.

**Cost Impact (%):** +1 - 2%                      **Schedule Impact (%)** -10%

**Item 3 Claim:** Provide a Daikin Chiller in Lieu of Trane Chiller

**How will this add value?** Providing a Daikin Chiller will provide the same benefits as the specified Trane Chiller however, with a significant cost savings.

**Documented Performance:** These units have the same specifications and would go through the same submittal process.

**Cost Impact (%):** -1 - 2%                      **Schedule Impact (%)** 0%

**Item 4 Claim:** Delete the Moisture Mitigation Requirements

**How will this add value?** With the advancements in modern day adhesives and flooring, there are many products in the flooring industry today that do not require moisture mitigation and acceptable to install with very high levels of moisture in the concrete.

**Documented Performance:** In recent projects we have been able to analyze this with flooring contractors and clients as a potential project savings without diminishing the end product.

**Cost Impact (%):** -1%                      **Schedule Impact (%)** 2%

**Item 5 Claim:** Remove the AWI QCP Requirement from section 12 32 16 – Manufactured Plastic-Laminate-Faced Casework.

**How will this add value?** Many casework manufacturers have discontinued participation in the AWI QCP program as it increased costs exponentially to their proposals and increased costs to clients without added much, if any value to the client. Even though these manufacturers have discontinued participation in the program, they all adhere to the AWI standards, without including the fee. By eliminating this requirement, Minneapolis Public Schools will receive the same quality product while adding a cost savings.

**Documented Performance:** The casework manufacturers are able to provide a list of references and clients that have recently eliminated this requirement with exceptional satisfactory.

**Cost Impact (%):** -0.5 – 1.0%      **Schedule Impact (%)** N/A

**Item 6 Claim:** Reduction in the corridor lights.

**How will this add value?** With the quantity of lights that are scheduled to be installed in the main corridors, there could be a reduction in the number of lights, while maintaining the desired amount of lighting.

**Documented Performance:** The reduction of lights could be a cost savings of \$200/fixture.

**Cost Impact (%):** -0.5% - 1.0%      **Schedule Impact (%)** 0%

**Attachment F**

**REFERENCE LIST**

Name of Entity: Sheehy Construction Company

Reference List

1. First Name Last Name Jeff Helstrom Email jeffrey.helstrom@mpls.k12.mn.us  
Phone Number 612-668-0305 Company Name Minneapolis Public Schools  
Date Completed September, 2020 Project Cost (\$) \$2.8 Million
  
2. First Name Last Name Christie Roach Email christie.roach@mpls.k12.mn.us  
Phone Number 612-735-4049 Company Name Minneapolis Public Schools  
Date Completed August, 2020 Project Cost (\$) \$1.17 Million
  
3. First Name Last Name Josh Utsch Email josh.utsch@ics-builds.com  
Phone Number 763-354-2670 Company Name ICS Consulting  
Date Completed August, 2018 Project Cost (\$) \$4.9 Million
  
4. First Name Last Name Barbie Roessler Email barbie.roessler@fridley.k12.mn.us  
Phone Number 763-502-5004 Company Name ISD #14  
Date Completed September, 2016 Project Cost (\$) \$10.8 Million
  
5. First Name Last Name Chuck Hannema Email charles-hannema@bethel.edu  
Phone Number 651-353-3111 Company Name Calvary Church  
Date Completed September, 2019 Project Cost (\$) \$4.48 Million

Attachment G

NON-COLLUSION DECLARATION

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

Project Name: Wenonah Elementary School Addition and Remodeling

RFP No: 21-05

I, Daniel M. Krause, 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 Sheehy Construction Company (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 an 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.

Sheehy Construction Company

Company Name

President

Title

Subscribed and sworn to before me this

19 day of November, 20 20

Christina L. Westlund

Notary Public

My Commission Expires January 31, 2021

[Handwritten Signature]

Authorized Signature

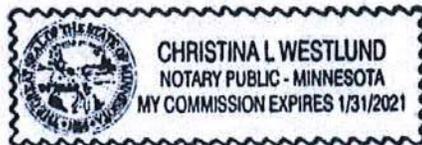
11/19/2020

Date

Proposer's E.I. Number:

41-1571203

(Number used on Employer's Quarterly Federal Tax Return)



**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.

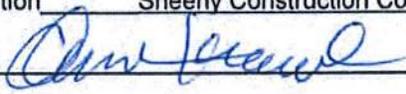
Attachment H

AUTHORIZATION / SIGNATURE DOCUMENT

ACKNOWLEDGEMENT OF CORPORATION AUTHORIZED SIGNATURE

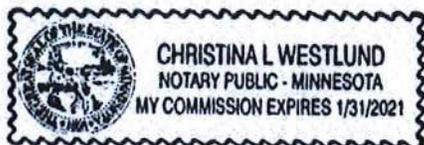
STATE OF MINNESOTA

Name of Limited Liability Company Corporation Sheehy Construction Company

Name of Officer: Daniel M. Krause 

Title: President

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.



  
Notary Public

11/19/2020  
Date

January 31, 2021  
My Commission Expires

1950

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

CHICAGO, ILL.

TO THE DIRECTOR, NATIONAL BUREAU OF STANDARDS

WASHINGTON, D. C.

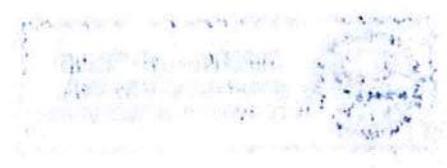
FROM THE DIRECTOR, NATIONAL BUREAU OF STANDARDS

RE: [Illegible text]

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[Illegible handwritten text]



**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**

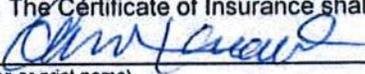
**INSURANCE REQUIREMENTS**

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, Daniel M. Krause  (type or print name)

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

Sheehy Construction Company (company) and do verify under oath that my company is in compliance with each of

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.

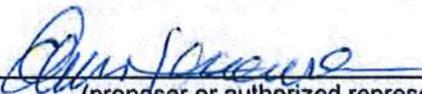
A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor 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, Daniel M Krause  
(type or print name)  
President 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

Daniel M. Krause  
(name of the person, partnership or corporation submitting this proposal)

360 Larpenteur Avenue West, Suite 200, St. Paul, MN 55113  
(business address)

Signed:  Date: 11/19/2020  
(proposer or authorized representative)

## Responsible Contractor Certification of Compliance

### Project Name: Wenonah Elementary School Addition and Remodeling

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.

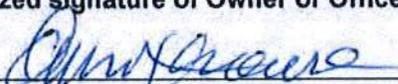
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with anyone of the minimum criteria or a false statement 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: Daniel M. Krause
Title: President	Date: 11/19/2020
Company Name: Sheehy Construction Company	

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

**Project Name: Wenonah Elementary School Addition and Remodeling**

**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.

<b>First-tier Subcontractor Names (Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>
BlueSky Electric Co.	Shoreview, MN
Absolute Commercial Flooring	Minneapolis, MN
Wenrich PD	Plymouth, MN
High Five Erectors II	Shakopee, MN
Camelot Metals	Blaine, MN
U.S. Mechanical	Blaine, MN
John Foley Masonry	Clear Lake, MN

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

**Project Name: Wenonah Elementary School Addition and Remodeling**

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.

<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

**Attachment K – DBP PARTICIPATION STATEMENT**



**MINNEAPOLIS  
PUBLIC SCHOOLS**  
Urban Education. Global Citizens

**ANTICIPATED DBP PARTICIPATION STATEMENT**

Project Name: Wenonah Elementary School Addition and Remodeling

Contract Number: OP 21-05 / MPS Project No. 18WENO002

Federal Aid Project Number (If Applicable): \_\_\_\_\_

Prime Contractor Name: Sheehy Construction Company

Contract Dollar Amount: \$5,043,115.54

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

Expected Amount of contract dollars to be subcontracted to DBE(s): \$ 1,018,687.00

It is our intent to subcontract 20 % of the contract dollars to DBE(s). Listed below are the proposed DBE sub-contractors:

<b><u>DBP(s) Name</u></b>	<b><u>Type of Work/Specialty</u></b>	<b><u>Dollar Amount/Percentage</u></b>
BlueSky Electric Co.	Electrical	\$729,900.00
Absolute Commercial Flooring	Flooring/Tiling	\$116,272.00
Wenrich PD	Fencing	\$8,250.00
High Five Erectors II	Steel Erectors	\$81,000.00
Camelot Metals	Steel Material	\$80,115.00



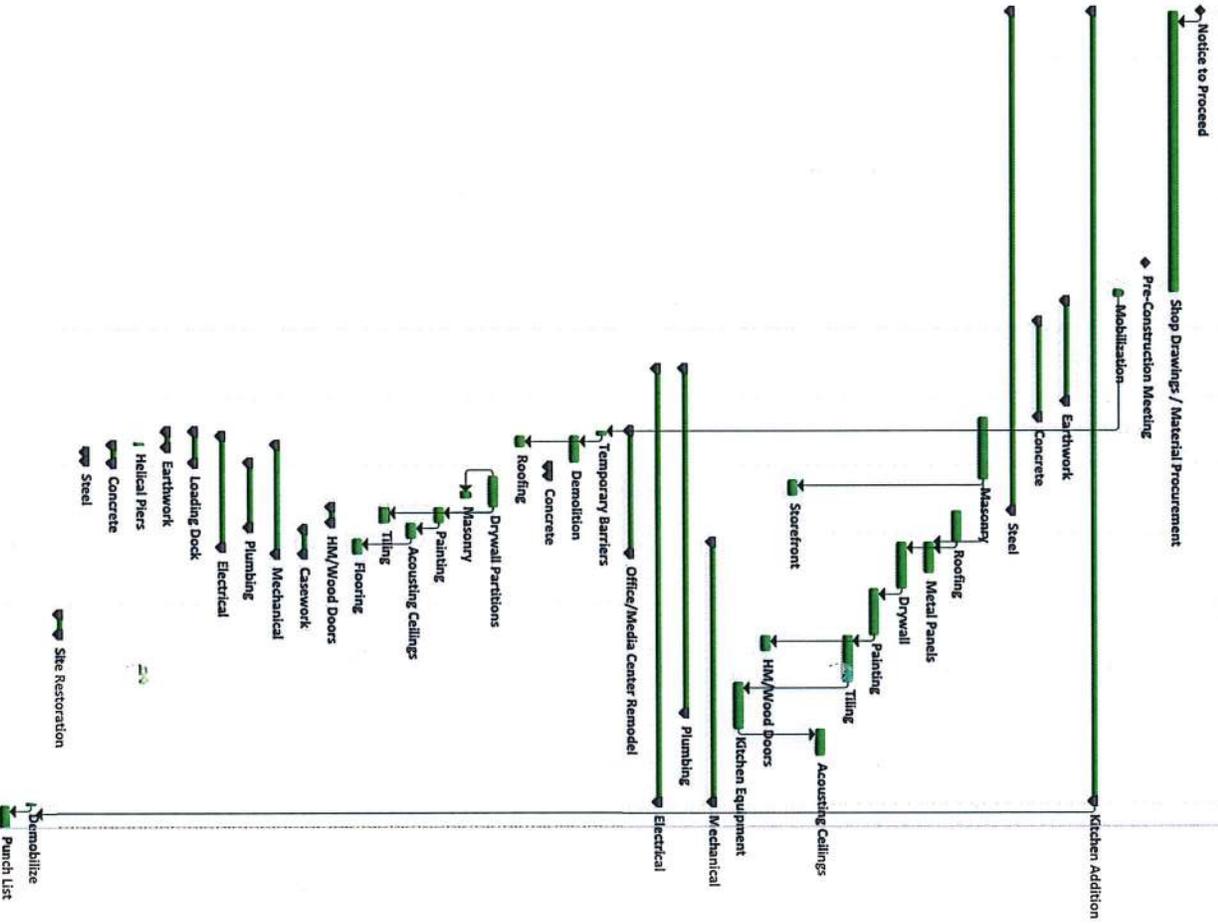
**Attachment L – BID DOCUMENTS**



**BID DOCUMENTS ATTACHED**



ID	Task Mode	Task Name	Duration	Start	Finish
1	📄	MPS - Wenonah E.S. Addition/Remodel	262 days	Thu 12/10/20	Fri 12/10/21
2	📄	Notice to Proceed	0 days	Thu 12/10/20	Thu 12/10/20
3	📄	Shop Drawings / Material Procurement	90 days	Thu 12/10/20	Wed 4/14/21
4	📄	Pre-Construction Meeting	0 days	Fri 4/2/21	Fri 4/2/21
5	📄	Mobilization	3 days	Wed 4/14/21	Fri 4/16/21
6	📄	Kitchen Addition	253 days	Thu 12/10/20	Mon 11/29/22
7	📄	Earthwork	33 days	Mon 4/19/21	Wed 6/2/21
14	📄	Concrete	31 days	Wed 4/28/21	Wed 6/9/21
18	📄	Steel	160 days	Thu 12/10/20	Wed 7/21/21
22	📄	Masonry	20 days	Thu 6/10/21	Wed 7/7/21
23	📄	Roofing	10 days	Thu 7/22/21	Wed 8/4/21
24	📄	Metal Panels	10 days	Thu 8/5/21	Wed 8/18/21
25	📄	Drywall	15 days	Thu 8/5/21	Wed 8/25/21
26	📄	Painting	15 days	Thu 8/26/21	Wed 9/15/21
27	📄	Tiling	15 days	Thu 9/16/21	Wed 10/6/21
28	📄	Acousting Ceilings	8 days	Thu 10/28/21	Mon 11/8/21
29	📄	Storefront	5 days	Thu 7/8/21	Wed 7/14/21
30	📄	HM/Wood Doors	5 days	Thu 9/16/21	Wed 9/22/21
31	📄	Kitchen Equipment	15 days	Thu 10/7/21	Wed 10/27/21
32	📄	Mechanical	83 days	Thu 8/5/21	Mon 11/29/21
36	📄	Plumbing	111 days	Wed 5/19/21	Wed 10/20/21
40	📄	Electrical	139 days	Wed 5/19/21	Mon 11/29/21
44	📄	Office/Media Center Remodel	39 days	Wed 6/16/21	Mon 8/9/21
45	📄	Temporary Barriers	2 days	Wed 6/16/21	Thu 6/17/21
46	📄	Demolition	8 days	Fri 6/18/21	Thu 6/29/21
47	📄	Concrete	2 days	Fri 7/2/21	Mon 7/5/21
49	📄	Roofing	3 days	Fri 6/18/21	Tue 6/22/21
50	📄	Drywall Partitions	10 days	Tue 7/6/21	Mon 7/19/21
51	📄	Masonry	3 days	Tue 7/13/21	Thu 7/15/21
52	📄	Painting	5 days	Tue 7/20/21	Mon 7/26/21
53	📄	Acousting Ceilings	5 days	Tue 7/27/21	Mon 8/2/21
54	📄	Tiling	5 days	Tue 7/20/21	Mon 7/26/21
55	📄	Flooring	5 days	Tue 8/3/21	Mon 8/9/21
56	📄	HM/Wood Doors	5 days	Tue 7/20/21	Mon 7/26/21
58	📄	Casework	7 days	Fri 7/30/21	Mon 8/9/21
60	📄	Mechanical	35 days	Tue 6/22/21	Mon 8/9/21
65	📄	Plumbing	21 days	Wed 6/30/21	Wed 7/28/21
69	📄	Electrical	36 days	Fri 6/18/21	Fri 8/6/21
72	📄	Loading Dock	10 days	Wed 6/16/21	Tue 6/29/21
73	📄	Earthwork	5 days	Wed 6/16/21	Tue 6/22/21
78	📄	Helical Piers	1 day	Mon 6/21/21	Mon 6/21/21
79	📄	Concrete	6 days	Tue 6/22/21	Tue 6/29/21
83	📄	Steel	2 days	Fri 6/25/21	Mon 6/28/21
85	📄	Site Restoration	7 days	Mon 9/6/21	Tue 9/14/21
91	📄	Demobilize	1 day	Tue 11/30/21	Tue 11/30/21
92	📄	Punch List	8 days	Wed 12/1/21	Fri 12/10/21



# Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Sheehy Construction Company

360 Larpentour Avenue West, Suite #200

St. Paul, MN 55113

**OWNER:**

(Name, legal status and address)

Special School District No. 1, Minneapolis Public Schools

1250 W. Broadway Ave.

Minneapolis, MN 55411-2533

**BOND AMOUNT:**

Two Percent (2%) of Total Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

Official Publication No. 21-05, Wenonah Elementary School Additions and Remodeling, 5625 - 23rd Avenue South, Minneapolis, MN 55417

**SURETY:**

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square  
Hartford, CT 06183

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

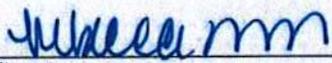
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of November, 2020.

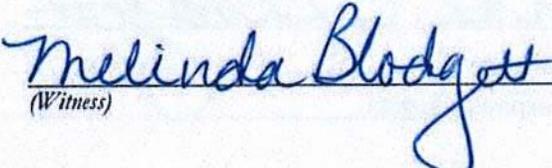
  
(Witness)

Sheehy Construction Company

(Principal)

(Seal)

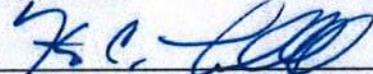
  
(Title) Daniel M. Krause, President

  
(Witness)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

  
(Title) Kurt C. Lundblad, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Ramsey )

On this 19th day of November 2020, before me appeared Daniel M. Krause, to me personally known, who, being by me duly sworn, did say that he/she is the President of Sheehy Construction Company, a corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Daniel M. Krause acknowledged said instrument to be the free act and deed of said corporation.



M. Lee Nelson  
Notary Public Ramsey County, MN  
My commission expires 1/31/2023

SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 19th day of November 2020, before me appeared Kurt C. Lundblad, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Travelers Casualty and Surety Company of America, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Kurt C. Lundblad acknowledged said instrument to be the free act and deed of said corporation.



Melinda C. Blodgett  
Notary Public Washington County, Minnesota  
My commission expires 1/31/2023



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KURT C LUNDBLAD** of **MINNEAPOLIS Minnesota**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

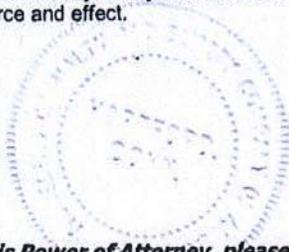
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **November**, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS PUBLIC SCHOOLS)  
Minneapolis, Minnesota

Member \_\_\_\_\_ introduced the following resolution and moved it adoption:

RESOLUTION APPROVING TRUSTEE APPOINTMENT

**Whereas**, Ibrahima Diop has been appointed to serve as voting Trustee of the Minnesota School District Liquid Asset Fund Plus (the “Fund”) for a term effective November 10, 2020 and upon election at the annual meeting of the board of trustees of the Fund, and remaining in effect upon election for subsequent three-year terms; and

**Whereas**, SPECIAL SCHOOL DISTRICT NO. 1 (Minneapolis Public Schools) supports this action on behalf of Ibrahima Diop:

**NOW, THEREFORE, BE IT RESOLVED** by the School Board of SPECIAL SCHOOL DISTRICT NO. 1 (Minneapolis Public Schools), as follows:

Ibrahima Diop’s service as Trustee for MN School District Liquid Asset Fund Plus is approved for a term effective November 10, 2020, expiring at the annual meeting of the Trustees of the MN School District Liquid Asset Fund Plus to be held following the fiscal year of the Fund ending on June 30, 2023, and for any subsequent three-year terms following the election at the 2023 annual meeting.

The motion for the adoption of the foregoing Resolution was duly second by Member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

WHEREUPON said Resolution was declared duly passed and adopted.

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the School Board of SPECIAL SCHOOL DISTRICT NO. 1 (Minneapolis Public Schools).

SPECIAL SCHOOL DISTRICT NO. 1 (Minneapolis Public Schools)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Chair



## Minneapolis Schools' 2021 Legislative Agenda

### **I. Stable, Predictable Funding**

- Tie the general education aid formula to inflation
- Allow districts to use Fiscal Year 2020 enrollment and free-reduced lunch counts for Fiscal Year 2021 funding formulas
- Renew Voluntary pre-kindergarten funding and expand school-based pre-kindergarten programs so more families have access to all day pre-k
- Allow elected school boards to renew existing operating and capital projects levies which have been approved by voters without requiring additional referenda elections
- Renew the authority for districts to bill for Special Education Aides salaries and special education transportation expenses as if in-person learning were taking place
- Continue funding for the Minneapolis Employee Retirement Fund (MERF) at current law levels
- Transfer district of residence to the serving district after one year for students who open enroll and are placed in cooperative programs

### **II. Special Education Funding and Policy**

- Address the mismatch of open enrollment and special education tuition billing statutes so resident district budgets do not take a disproportionate share of the cost burden
- Address the rapidly rising cost of special education tuition billing due to some schools' ability to bill back 100% of their costs

### **III. Foster Stable, Healthy Engaged Families**

- Support increases in state funding for Full Service Community Schools
- Expand funding for school-linked mental health grants
- Fully fund the Child Care Assistance Program (CCAP) and align it with Pathway I Scholarships
- Ensure access to safe and affordable housing for students and families

### **IV. Ensure Equitable Access to Proven Programs**

- Increase English Learner funding to close the funding gap
- Expand state support of teacher residency programs with a focus on teachers of color, special education, career and technical education, math and ESL/bilingual education
- Allow Q Comp funds to be used for professional development for associate educators
- Fund ACT for all students
- Make ethnic studies a state graduation requirement for high school students

- Reduce the length of the required state assessments and give districts the authority to replace the high school assessments with college and career readiness assessments

SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education

January 12, 2021

**RESOLUTION REGARDING MINNEAPOLIS PUBLIC SCHOOLS' LEGISLATIVE PRIORITIES**

**WHEREAS**, School and district budgets across the state have been impacted by declines in enrollment, school meal eligibility and special education aids due to the pandemic; and

**WHEREAS**, schools have incurred additional costs associated with distance learning including laptops, iPads, hotspots, security platforms and professional development; and

**WHEREAS**, public schools continue to offer child care to families of critical care workers; and

**WHEREAS**, the underfunding of special education and English Language Learner services impacts students of all backgrounds; and

**WHEREAS**, students' mental health and social emotional needs have only increased during the pandemic; and

**WHEREAS**, families across the state are struggling to afford the basics of food, housing, child care and health care; and

**WHEREAS**, recruiting and supporting a diverse cohort of education professionals will provide students with a wide range of perspectives and experiences to prepare them for our diverse world;

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1 hereby endorses the 2021 Minneapolis Public Schools' Legislative Agenda and pledges to support its passage.

Signed by:

\_\_\_\_\_

Board of Education Chairperson

\_\_\_\_\_

Board of Education Clerk

\_\_\_\_\_

Date

\_\_\_\_\_

Date

SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education

January 12, 2021

**Resolution on 2021-2022 Budget Priorities**

**WHEREAS**, the Board has received fiscal projections and parameters in the FY2021-2022 Budget Pro-Forma; and

**WHEREAS**, factors including declining student enrollment, inadequate funding from state and federal governments, and increased expenses and decreased revenue due to COVID-19 have resulted in a projected budget gap for the 2021-2022 school year; and

**WHEREAS**, the Board must adopt a balanced budget by June 30, 2021.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1, hereby directs and empowers the Superintendent to bring forth a recommended budget for the 2021-2022 school year that prioritizes investment in the following current and planned areas:

- Measures needed to ensure the continued health and safety of students and staff
- Multi-tiered systems of support (MTSS), equity, literacy, and social emotional learning
- Direct student supports, including mental health services needed to address trauma experienced by our students
- Implementation of the structural and programmatic elements adopted in the Comprehensive District Design
- Advancement of the School Climate Framework
- Academic plan and equitable education design implementation
- Curriculum transformation including the new Ethnic Studies course requirement and math curriculum adoption
- Professional development to establish a district culture of anti-racist mindsets and actions
- Strategies to recruit and retain staff of color, including the Teacher Equity Plan
- Early childhood programs and services
- Predictable school-level staffing with discretionary allocations aligned to Board priorities and site council recommendations

Signed by:

\_\_\_\_\_  
Board of Education Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Date

SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education

January 12, 2021

**Resolution Appointing Members to the School Names Advisory Committee**

**WHEREAS**, Resolution 2020-0052, adopted on October 13, 2020, established a time-limited advisory committee to research and make recommendations about school names that should be changed.

**THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1, hereby appoints the following members to the committee:

<b>Committee Member</b>	<b>Nominator</b>	<b>District or Positional Representation</b>
Gabriel Spinks	Arneson	District 1
Stephanie Gasca	El-Amin	District 2
Abdi Abdullahi	Ali	District 3
Tonyus Chavers	Cerrillo	District 4
Leili Fatehi	Inz	District 5
Carly Bad Heart Bull	Jourdain	District 6
Stacie Brudenell	Caprini	At-Large, Citywide
Nou Vang	Ellison	At-Large, Citywide
Nathaniel Genene	Pauly	At-Large, Citywide
Dr. Kate Beane	Graff	Superintendent
Mary Ghebremeskal	N/A	Student Representative

Signed by:

\_\_\_\_\_

Board of Education Chairperson

\_\_\_\_\_

Board of Education Clerk

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**MINNEAPOLIS PUBLIC SCHOOLS  
RESOLUTION 2021-0006**

**RESOLUTION REPEALING POLICY 6412**

**WHEREAS,** The Board's Policy Committee has determined this policy is obsolete and not needed.

**NOW THEREFORE,** be it resolved by the Board of Directors, Special School District No. 1 adopts the changes as follows:

**SECTION 1:**        **REPEAL** “Policy 6412: Paperbound Books” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

R E P E A L

~~Policy 6412: Paperbound Books (Repealed)~~

~~Paperbound Books Purchased from School Budgets~~

~~Paperbound editions of adopted texts, if available, may be purchased from school textbook budgets and used in lieu of hardbound texts if learning materials committees recommend the titles as part of textbook committee reports or the titles are approved for experimental use by the appropriate area superintendent. Committee may recommend both hardbound and paperbound editions.~~

~~Paperbound editions of trade or textbooks approved for library purchase may be purchased from school library budgets or any other funds used for the purchase of media library books and added to school library collections.~~

## Sale of Paperbound Books to Students

### Paperbound Books Clubs

Teachers wishing to have students in their classes voluntarily subscribe to approved, quality paperbound book clubs may do so providing:

- That great care is exercised to insure that no pressure is put on any student to subscribe to such book clubs.
- That a sufficient number of copies of books used as required instructional materials are also available to the students without charge from the school library, textbook storeroom, etc
- That the classroom teachers assumes responsibility for all financial and clerical matters involved in such subscriptions.
- That students subscribe to the book club at the specified book club rate; i.e.e, no monetary profit is gained by any group or individual.

Note: This policy is in no way to be misconstrued as to include voluntary subscriptions to periodicals that are used as a required resource for the educational program. The Library Department of the Minneapolis Public Schools, working cooperatively with teachers and librarians, will from time to time evaluate paperbound book clubs and issue lists of approved clubs.

### Paperbound Book Stores in the School

To make the purchase of quality paperbacks available to students, schools may operate paperbound book stores. These stores are usually mobile units that can be pushed into a convenient location and set aside and locked up when not in use. Arrangement for stocking paperbound book stores and procuring mobile bookstore units may be made with a local jobber who usually furnishes the books at a slight discount. Such books must be sold to students for either (a) the net cost of the book or (b) the cost printed on the cover of the book. Profits derived from plan (b) must be used for the purchase of books for the school library, for children with financial need, etc., at the discretion of the principal or a committee assigned this responsibility.

Books sold in school stores must be of quality approved by school librarians and central library department.

Some plan for student exchange of books purchased from the paperbound book store might be devised within the school.

### Paperbound Book Fair

Schools may have paperbound book fairs for parents. Such fairs are usually conducted in cooperation with a local paperbound book jobber and handled by the school P.T.A.

Agents

~~Agents representing companies that sell paperbound book club memberships, paperbound books and the like may call on elementary school personnel only at the invitation of a principal, a teacher or a member of the central office staff. This regulation applies to all contacts: initial or follow up.~~

~~Original Adoption:~~

~~4/25/67~~

~~Revision Dates:~~

~~3/28/72, 9/25/73, 12/16/75~~

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

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Arneson	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Pauly	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
, Chair, Minneapolis Public Schools

\_\_\_\_\_  
, Clerk, Minneapolis Public Schools

**MINNEAPOLIS PUBLIC SCHOOLS  
RESOLUTION 2021-0008**

**RESOLUTION REPEALING POLICY 6137**

**WHEREAS**, The Board's Policy Committee has determined this policy is redundant to state law and not needed.

**NOW THEREFORE**, be it resolved that the Board of Directors, Special School District No. 1 adopts the changes as follows:

**SECTION 1:**        **REPEAL** “Policy 6137: Ceremonies And Observances” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

**REPEAL**

~~Policy 6137: Ceremonies And Observances (Repealed)~~

~~The flag of the United States, a symbol of our country's liberty and unity, shall be treated with respect and courtesy. If displayed with any other flag, it shall be accorded the place of honor.~~

**~~Original Adoption:~~**

~~04/25/1967~~

**~~Revision Dates:~~**

~~3/28/72, 12/16/75, 8/13/85~~

**~~Legal Reference:~~**

- ~~M.S. 126.14~~

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

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Arneson	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Pauly	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
, Chair, Minneapolis Public Schools

\_\_\_\_\_  
, Clerk, Minneapolis Public Schools

**MINNEAPOLIS PUBLIC SCHOOLS  
RESOLUTION 2021-0007**

**RESOLUTION AMENDING POLICY 5680**

**WHEREAS,** The Board's Policy Committee has determined this policy requires regular updates to ensure compliance.

**NOW THEREFORE,** be it resolved that the Board of Directors, Special School District No. 1 adopts the changes as follows:

**SECTION 1:**            **AMENDMENT** “Policy 5680: Search Of Students, Lockers, Desks And Motor Vehicles” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

**A M E N D M E N T**

Policy 5680: Search Of Students, Lockers, Desks And Motor Vehicles

~~School officials may search students for items that may be harmful to themselves or to others and to detect items that are prohibited from being on school grounds or other places under supervision of school personnel, i.e. busses, field trips. Consent of the student is not required prior to the search. Except for lockers and desks, all searches will be based upon reasonable suspicion.~~

~~Student lockers are school property and remain at all times under the control of the school; however, students are expected to assume full responsibility for the security of their lockers. Periodic general inspections of lockers may be conducted by school authorities for any reason at any time without notice, without student consent, and without a search warrant.~~

~~School desks are school property and remain at all times under the control of the school. Periodic general inspections of desks may be conducted by school authorities for any reason, at any time without notice, without student consent, and without a search warrant.~~

**1. PURPOSE**

Minneapolis Public Schools is committed to providing a safe educational and work setting for its students, staff, families and visitors. The District is also committed to preserving the constitutional rights of its students and staff. Searches of persons, and equipment, may be required to preserve the safe environment for students and staff. The purpose of this policy is to establish the rights and limitations regarding such searches.

**2. GENERAL STATEMENT OF POLICY**

- a. Students are prohibited from bringing contraband to school, having it on their persons, or in their possession while on school property or while at school events, regardless of location.

- b. Other than searches of lockers, desks, or school owned equipment, searches by school officials shall be based upon reasonable suspicion standards.
- c. School officials may search students for items that may be harmful to themselves or to others and to detect items that are prohibited from being on school grounds or other places under supervision of school personnel. Consent of the student is not required prior to a search.
- d. Lockers assigned to students are school property and remain at all times under the control of the school; however students are expected to assume full responsibility for the security of their assigned lockers. Periodic general inspection of lockers may be conducted by school officials for any reason at any time without notice, without student consent and without a search warrant.
- e. School desks are school property and remain at all times under the control of the school. Periodic general inspections of desks may be conducted by school officials for any reason, at any time, without notice, without student consent, and without a search warrant.
- f. School buses, whether owned and operated by the district, or operated for district purposes under contract, rental or lease are school property for the purpose of searches, and remain at all times under the control of the school. Periodic general inspections may be conducted by the school officials for any reason, at any time, without notice, without consent of the students or driver, and without a search warrant.
- g. Motor vehicles on school grounds are subject to search by school officials without consent of the owner or the driver and without a search warrant upon reasonable suspicion that the search will provide evidence that may be harmful to the student or others that is a violation of a law, school rule or policy.
- h. Searches of personal property found within school desks, lockers, motor vehicles or other school areas subject to search shall be conducted only if the searcher has a reasonable suspicion that such a search will reveal evidence of a violation of law or school policy or rule. Students whose personal property has been searched as a result of a locker or desk search who were not present at the time of search will be notified by the school administrator as soon as reasonable that such a search has occurred regardless of findings during such a search.
- i. Searches of a student's person shall be conducted only if the searcher has a reasonable suspicion that such a search will reveal evidence of a violation of law or school policy or rule.
- j. When possible, searches of desks, lockers, buses, motor vehicles, personal property, or of a student shall only be conducted when more than one staff member is present.

### **3. DEFINITIONS**

- a. “Contraband” means any item that students should not possess on school grounds, including illegal substances as well as school rule or policy prohibited items. Prohibited items include “look-alike” items as well as the actual items.

### **4. RESPONSIBILITY**

- a. School Principals or administrators will provide annual notice of this policy to

all students, staff and parents of enrolled students.

**Original Adoption:**

8/28/73

**Revision Dates:**

6/12/84

**Legal References:**

- M.S. 123.35
- M.S. 125.02

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

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Arneson	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Pauly	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
, Chair, Minneapolis Public Schools

\_\_\_\_\_  
, Clerk, Minneapolis Public Schools