

Regular Business Meeting

Tuesday, November 14, 2023 5:30 PM

Board Assembly Room, 1250 West Broadway Avenue, Minneapolis, Minnesota 55411

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

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

3)a. August 29, 2023 Special Business Meeting
Minutes

3)b. October 10, 2023 Regular Business Meeting
Minutes

4) **Public Comments**

5) **Recess**

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

6)a. Presentations and Updates

6)b. Recommendations and Resolution First Readings

6)b.1. Henry High School Name Change

6)b.2. Seward Montessori Grade Level
Modification

6)b.3. School Transformation

7) **Policy Committee Report**

7)a. Repeal of Policy 5510: Public Performances By
Students (2023-0067)

7)b. Repeal of Policy 1130: Appearances, Interviews,
And Performances (2023-0066)

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

8)a. Approval of the Consent Agenda

8)a.1. Personnel Items

8)a.1.a. Approval of List A personnel matters
(2023-11-ER-A)

8)a.1.b. Approval of List B personnel matters
(2023-11-ER-B)

8)a.2. Contracts

8)a.2.a. Contract with Adara Home Service (2023-
4400002011)

8)a.2.b. Contract with AVM Construction LLC (2023-
14287)

8)a.2.c. Contract with Bayada Home Service (2023-
4400002010)

8)a.2.d. Authorization to amend contract 2023-
440001710 with BWP & Associates

- 8)a.2.e. Amendment to contract 2023-14285 with Frontier Transportation Services LLC
- 8)a.2.f. Amendment to contract 2023-13078 with Gardaworld Security Services
- 8)a.2.g. Contract with Heartland Business Systems (2024-4400002013)
- 8)a.2.h. Amendment to contract 2023-4400001707 with iDream TV
- 8)a.2.i. Amendment to contract (2024-4400001757) with Insight Public Sector
- 8)a.2.j. Amendment to contract 2023-14288 with Kraus-Anderson
- 8)a.2.k. Contract with Morcon Construction Inc (2023-14295)
- 8)a.2.l. Amendment to contract 2023-14271 with Meisa Transportation
- 8)a.2.m. Amendment to contract 2023-14272 with Metropolitan Transportation Network
- 8)a.2.n. Contract with Pediatric Home Service (2023- 4400002012)
- 8)a.2.o. Amendment to contract 2023-14273 with Rift Valley Transportation Inc
- 8)a.2.p. Amendment to contract 2023-14293 with Sheehy Construction
- 8)a.2.q. Amendment to contract 2023-14274 with Wide Area Transportation Services Inc (WATSI)
- 8)a.3. Resolutions
 - 8)a.3.a. Resolution supporting Edison High School's application to the Minnesota State High School League (MSHSL) Foundation
- 8)a.4. Miscellaneous
 - 8)a.4.a. Acceptance of Environmental Health and Safety (EH&S) plans and procedures
- 8)b. Adoption of Policy 5695: Student Surveys (2023-0055)
- 8)c. Revision of Policy 6222: Online Instruction (2023-0065)
- 8)d. Resolution authorizing an extension of the Minneapolis Youth Coordinating Board Joint Powers Agreement (2023-0068)
- 9) **New Business**
- 10) **Reports from Board of Education Directors**
- 11) **Adjournment**

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

**SPECIAL MEETING
AUGUST 29, 2023**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a special meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on August 29, 2023.

Chair Sharon El-Amin called the meeting to order at 5:10 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Fathia Feerayarre (arrived late after roll call), Adriana Cerrillo, Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison (arrived late after roll call), Joyner Emerick (9); Ex Officio member Student Representatives Halimah Abdullah and Abdihafid Mohamed (2)

APPROVAL OF AGENDA

Beachy moved to approve the agenda.

On a voice vote, the motion was adopted with the following result:

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

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the August 10, 2023 meeting.

On a voice vote, the motion was adopted with the following result:

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

ACTION ITEMS BY THE BOARD OF EDUCATION

Superintendent Job Application Posting and Revised Search Timeline

Norvell moved to approve the Superintendent Job Application Posting and Revised Search Timeline, as provided by search firm BWP & Associates and included in the meeting materials.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (9)

Nay: (0)

Abstain: (0)

Absent: (0)

Formation of a Superintendent Search Task Force (2023-0058)

Chair El-Amin facilitated the following board actions, needed to fill in blank elements of the draft resolution 2023-0058.

- Board members indicated how many board members (either three or four) they wanted on the Task Force and if they themselves were interested. The results of these questions are as follows:

Abdi	4	Interested
El-Amin	3	Not interested
Feerayarre	4	Not interested
Cerrillo	4	Interested
Norvell	3	Interested
Jourdain	3	Not interested
Beachy	3	Interested
Ellison	3	Interested
Emerick	3 or 4	Interested

- Board members were asked to state their three choices among those board members interested in serving on the Task Force and the results were as follows:

Abdi	Abdi, Beachy, Cerrillo
El-Amin	Cerrillo, Abdi, Norvell
Feerayarre	Abdi, Cerrillo, Norvell
Cerrillo	Cerrillo, Abdi, Emerick
Norvell	Norvell, Beachy, Ellison
Jourdain	Beachy, Ellison, Norvell
Beachy	Beachy, Ellison, Norvell
Ellison	Ellison, Norvell, Cerrillo

Emerick	Emerick, Cerrillo, Abdi
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Receiving the most votes, Directors Cerrillo (6), Norvell (6), and Abdi (5), were included in the draft resolution as the three board members appointed to the Task Force.

- Without objection, Director Norvell’s name was inserted into the draft resolution as the Chair of the Task Force.
- Without objection, it was inserted into the draft resolution that Student Representative Mohamed be appointed to the Task Force and that one additional student be appointed, to be selected by the student representatives.
- Without objection, it was inserted to the draft resolution that six community members be appointed by the six board members not on Task Force, with emphasis on geographic representation.
- Without objection, it was inserted into the draft resolution that two teachers, two educational support professionals (ESPs) and two principals be appointed to the Task Force, with one of each appointed by the respective employee group union president and the second appointed by the student representatives.
- Without objection, it was inserted into the draft resolution that Task Force members be appointed by November 5th.
- Without objection, it was inserted into the draft resolution that the Task Force recommend two to three finalists to the Board by November 20th.

Norvell moved to approve resolution 2023-0058, establishing a superintendent search task force, with the above clauses added.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (9)
Nay: (0)
Abstain: (0)
Absent: (0)

Director Ellison moved to a remove the phrase “Task Force assists in the organization of the Day in the District with staff” on the document titled “Revised Calendar”.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (9)
Nay: (0)
Abstain: (0)
Absent: (0)

Approval of the 2023-2024 E-Learning Day Plan (2023-0056)

Norvell moved to approve the 2023-2024 E-Learning Day Plan (2023-0056)

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison (8)
Nay: Emerick (1)
Abstain: (0)
Absent: (0)

ADJOURNMENT

Without objection, Chair El-Amin adjourned the meeting at 8:18 p.m.

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=598336>
- Minutes approved: DATE

Attachments: *(added upon approval of the minutes)*

- Resolution 2023-0058, forming a Superintendent Search Task Force
- Resolution 2023-0056, approving the 2023-2024 school year e-learning day plan

Approvals:

Sharon El-Amin, Chair

Lori Norvell, Clerk

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

**REGULAR BUSINESS MEETING
October 10, 2023**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on October 10, 2023.

Chair Sharon El-Amin called the meeting to order at 5:30 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Adriana Cerrillo, Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison, Joyner Emerick (8); Ex Officio members Interim Superintendent Rochelle Cox, Student Representative, Abdihafid Mohamed (2)

Absent: Director Faheema Feerayarre (1)

APPROVAL OF AGENDA

Beachy moved to approve the agenda.

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

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (8)

Nay: (0)

Abstain: (0)

Absent: Feerayarre (1)

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the September 12, 2023 meeting.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (8)

Nay: (0)

Abstain: (0)

Absent: Feerayarre (1)

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A ten-minute recess was taken.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

Interim Superintendent Rochelle Cox and staff provided presentations on the following topics:

- 2023-2024 Budget Investments Update
- Site Council Policy Implementation Update

No votes or action was taken on these informational items.

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

Abdi moved to approve the consent agenda, which included the following items:

- Approval of List A personnel matters (2023-10-ER-A)
- Approval of List B personnel matters (2023-10-ER-B)
- Amendment to contract 4400001475 with Canvas Health
- Amendment to contract 4400001476 with Change Inc
- Amendment to contract 4400001178 with City of Minneapolis
- Amendment to contract 400001535 with Healing & Restoration Consulting
- Contract with Heartland Business Systems (2024-4400001939)
- Contract with Insight Public Sector (2024-4400001938)
- Contract with Morcon Construction Inc (2023-14255)
- Contract with Now Micro (2023-4400001932)
- Contract with Rimini Street (2023-4400000TBD)
- Amendment to contract 4400001477 with Washburn Center for Children
- Amendment to contract 4400001478 with Watercourse Counseling Center
- Authorizing lease agreements with PCs for People (2023-0062)
- Authorizing a lease agreement with Catholic Charities (2023-0064)

On a voice vote, the motion to approve the consent agenda was adopted with the following result (applied to all consent agenda items):

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (8)

Nay: (0)

Abstain: (0)
Absent: Feerayarre (1)

Revision of Policy 3504 (2023-0060)

Norvell moved to approve resolution 2023-0060, revising and renaming Policy 3504 (Public Data Requests).

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (8)
Nay: (0)
Abstain: (0)
Absent: Feerayarre (1)

Revision of Policy 5201 (2023-0053)

Norvell moved to approve resolution 2023-0053, revising Policy 5201 (Bullying And Hazing Prohibition).

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (8)
Nay: (0)
Abstain: (0)
Absent: Feerayarre (1)

Resolution for Counting Write-In Votes for School Board Offices (2023-0061)

Norvell moved to approve the Resolution 2023-0061, Counting Write-In Votes for School Board Offices.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (8)
Nay: (0)
Abstain: (0)
Absent: Feerayarre (1)

Discharging racially restrictive covenants from MPS property titles (2023-0063)

Norvell moved to approve the discharging of racially restrictive covenants from MPS property titles.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (8)
Nay: (0)
Abstain: (0)
Absent: Feerayarre (1)

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- El-Amin
- Ellison
- Emerick
- Mohamed
- Abdi
- Norvell
- Cerrillo

ADJOURNMENT

Without objection, Chair El-Amin adjourned the meeting at 8:52 p.m.

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=603686>
- Minutes approved: DATE

Attachments: *(added upon approval of minutes)*

- Resolution 2023-0060, Revising and Renaming of Policy 3504 (Public Data Requests)
- Resolution 2023-0053, Revising Policy 5201 (Bullying And Hazing Prohibition)
- Resolution 2023-0061, Counting Write-In Votes for School Board Offices

Approvals:

Sharon El-Amin, Chair

Lori Norvell, Clerk



Superintendent's Report

Regular Business Meeting

November 14, 2023

Superintendent Update

Interim Superintendent Rochelle Cox

Budget Pro-Forma

What & Why

“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.”

- Board Policy 3005 (Budget), Section 8 (Projections)

- The pro-forma is a *status-quo* projection of the district’s finances. It is a model of what the district might expect financially in the future if it continues operating as is over the next five years.
- It is a tool to inform the board and senior leadership’s financial decisions.
- It is an explanation of why the district’s financial position is what it is and analysis of what it could be in the future.
- It is NOT a prescription for structural changes, a proposal of remedies, or an attempt to direct the board and senior leaders.

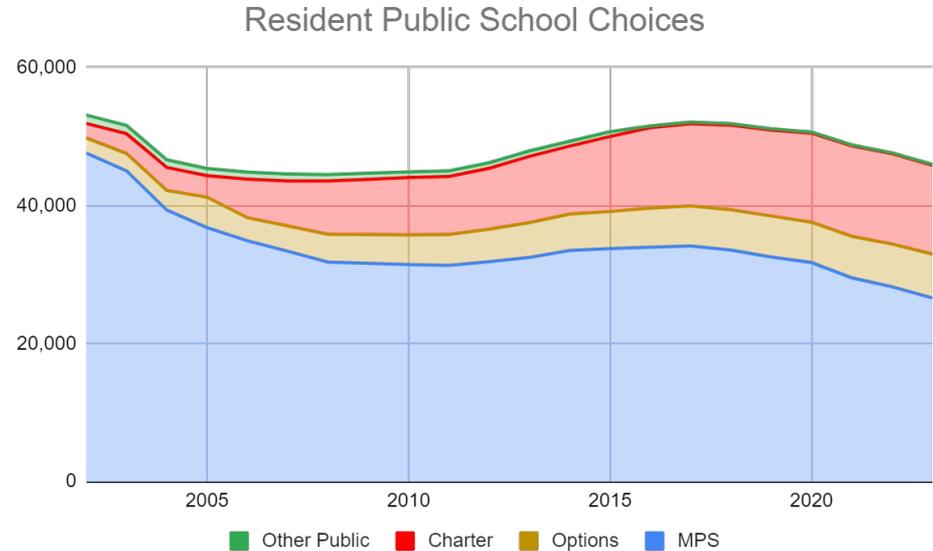
Summary

- Similar to prior years, we anticipate upcoming financial challenges.
- Revenue cliff in FY25 due to loss of COVID-19 funding.
- Slow decline in revenue due to declining enrollment in FY26-FY29.
- Expenditures continue to rise due to increase with inflation, offset by reduced headcount due to lower enrollment.
- Continued subsidy to food service fund.

	Budget FY24	Projection FY25	Projection FY26	Projection FY27	Projection FY28	Projection FY29
Revenue	\$694.7M	\$603.2M	\$598.0M	\$588.1M	\$579.4M	\$576.0M
-- Change %		-13.16%	-0.87%	-1.65%	-1.48%	-0.59%
-- Change % <i>Exc1. Federal</i>		-0.15%	-0.96%	-1.82%	-1.63%	-0.65%
Expenses	\$691.5M	\$719.3M	\$723.1M	\$722.7M	\$719.2M	\$713.8M
-- Change %		4.02%	0.53%	-0.06%	-0.49%	-0.74%
Fund Transfers	(\$4.3M)	(\$5.3M)	(\$6.2M)	(\$7.5M)	(\$8.0M)	(\$8.7M)
Change in Fund Balance	(\$1.1M)	(\$121.3M)	(\$131.4M)	(\$142.0M)	(\$147.7M)	(\$146.5M)

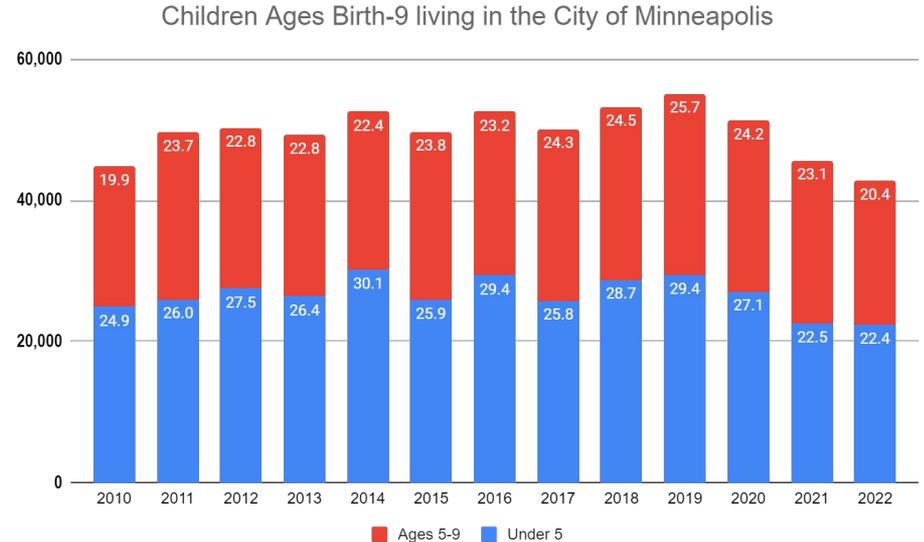
Enrollment

- We continue to expect annual declines in enrollment.
- We anticipate enrollment declines to slow over the next five years.
- Enrollment declines are driven primarily by a decline in the number of school-age children living in the district.
- Recent enrollment declines are not driven by charter schools or open enrollment.
- In the very long term, there is a very real possibility that enrollment could increase above current levels.



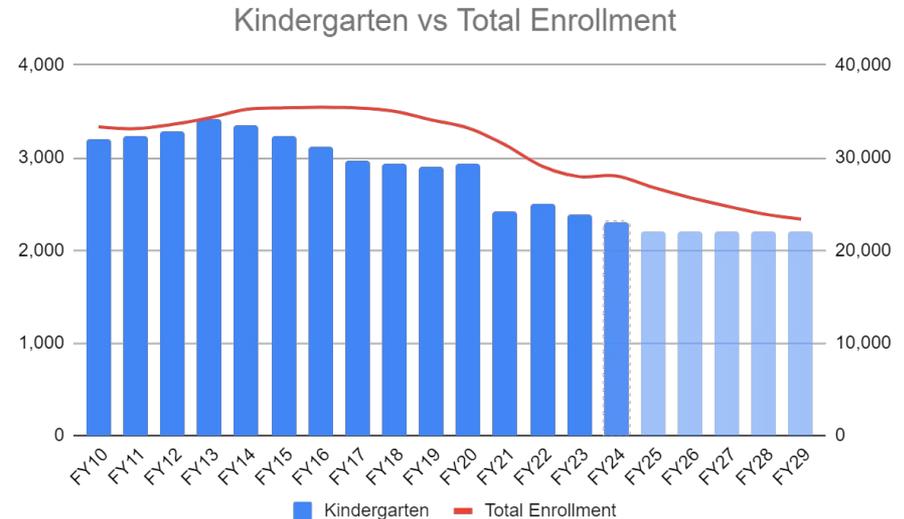
The number of children in the city has declined

- In 2019 there were over 55,000 children aged 9 and under living in the City of Minneapolis.
- In 2022 there were just under 43,000 children aged 9 and under living in the district, a drop of 12,000 kids.
- Compared to 2019:
 - There are 5,200 fewer kids of elementary school age (5–9) living in the district.
 - There are 7,000 fewer kids in the kindergarten pipeline living in the district.
- There are fewer children in the city for us to educate.



Enrollment declining to a new normal

- Kindergarten is a leading indicator of enrollment changes.
- Declines in kindergarten indicate a fundamental demographic change.
- The pro-forma assumes that the wave of outward migration from the district has largely occurred.
- The pro-forma assumes that the size of entering kindergarten classes has stabilized.
- Once fully worked through, we anticipate total enrollment of somewhere between 23,000 and 24,000.

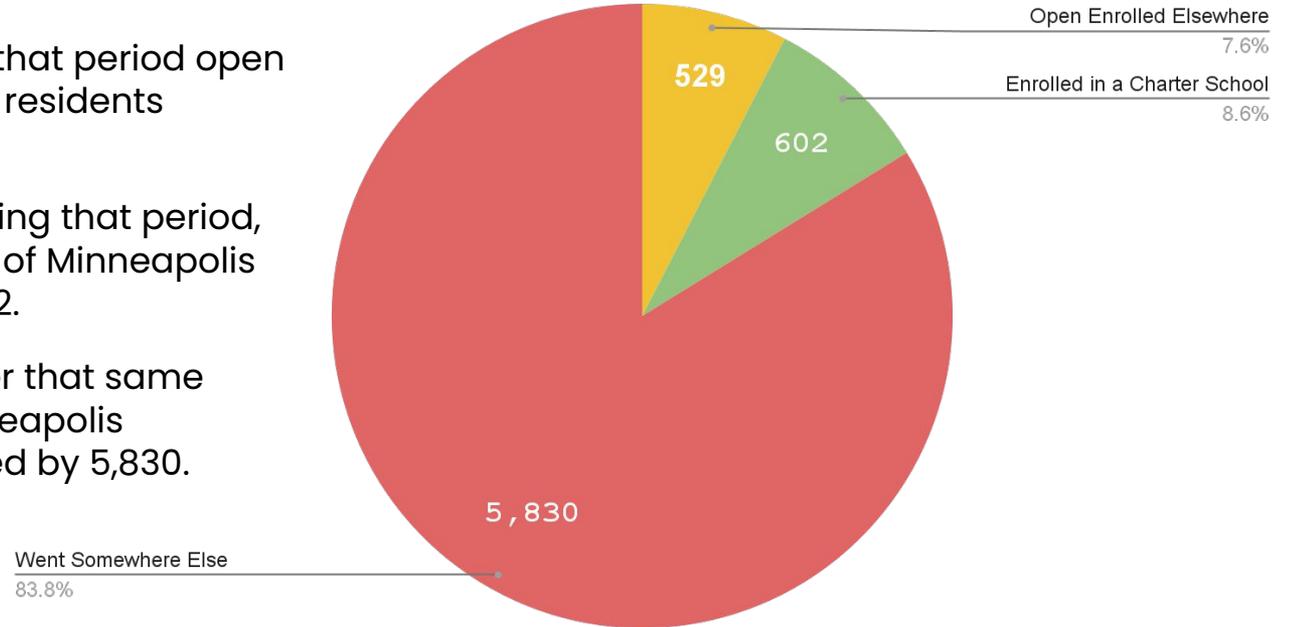


Charters & Other Districts are a small piece of the puzzle

- **The Pie:** Over a five year period, beginning with FY19, MPS saw a net enrollment change of -6,961 Minneapolis residents.
- **The Yellow Slice:** During that period open enrollment of Minneapolis residents increased by 529.
- **The Green Slice:** Also during that period, charter school enrollment of Minneapolis residents increased by 602.
- **The Red Slice:** Finally, over that same period, enrollment of Minneapolis residents overall decreased by 5,830.

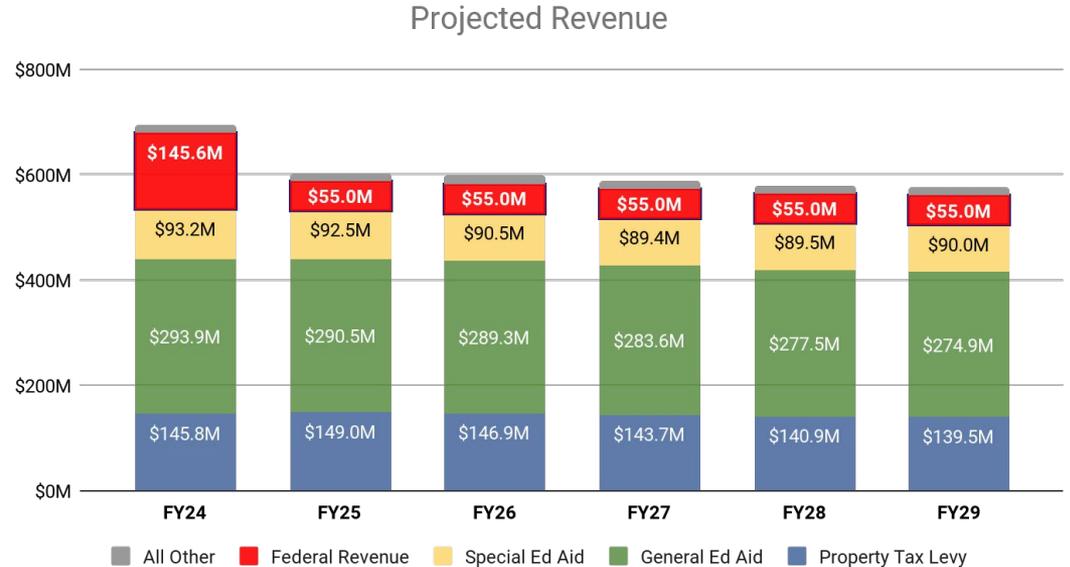
Net Change in Avg Daily Membership: FY19-FY23

Where SSD#1 is Resident District



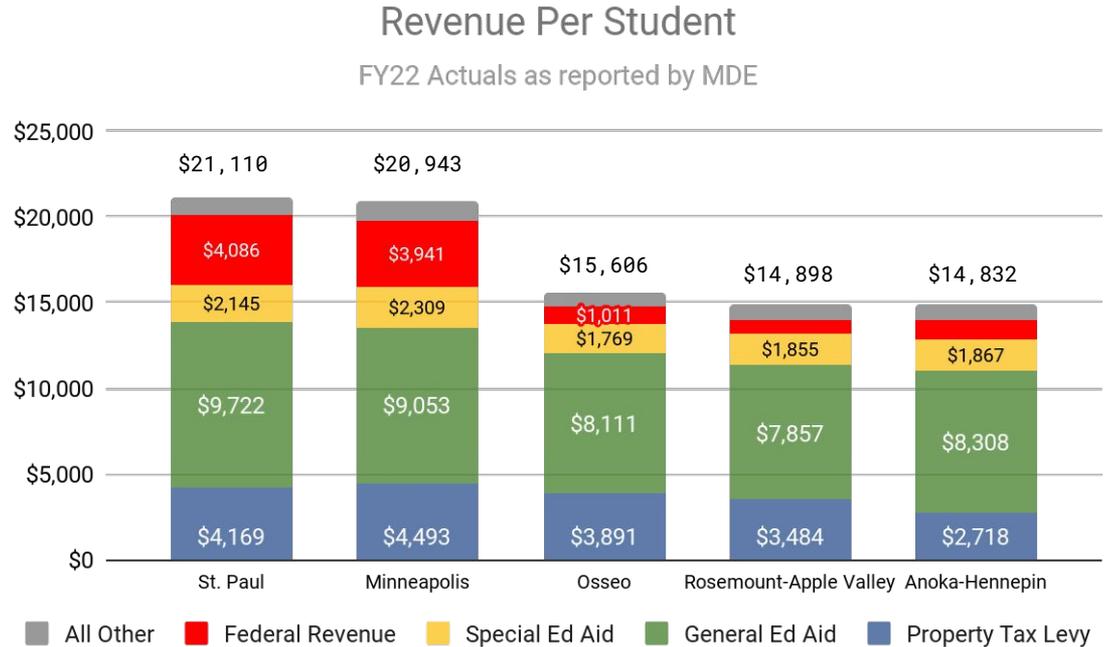
Revenue

- We anticipate that our property tax levy and our general education aid from the state will continue to decline as enrollment drops.
- With the expiration of ESSER III funding at the end of the current year, we expect a massive drop in Federal funds in FY25.
- We assume modest increases to the basic funding formula between 1.5% and 2.5%.



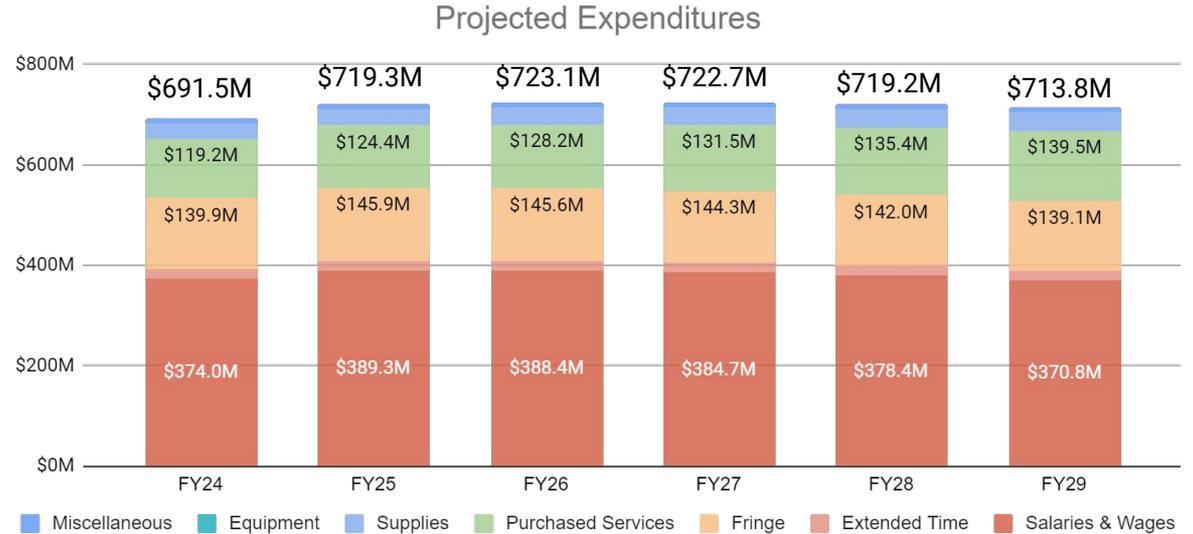
Revenue Comparison to Other Districts

- Comparing per-student revenue for the five largest districts puts Minneapolis and Saint Paul on top.
- In FY22 Saint Paul and Minneapolis each received about \$21K in General Fund revenue per ADM.
- This is 33% more than the other districts of the five largest districts.
- Minneapolis receives the most levy revenue per student.



Expenditures

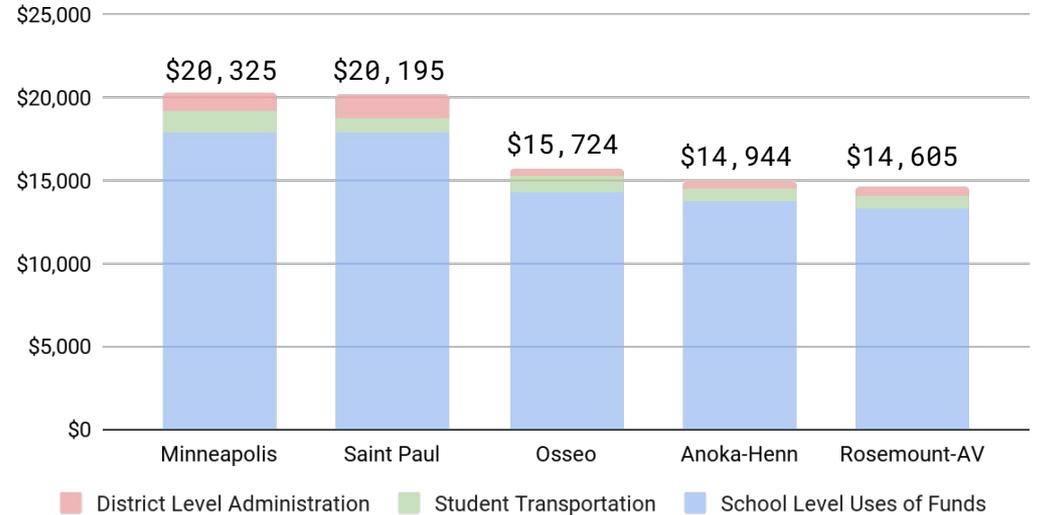
- Expense assumptions made:
 - Labor contracts settled to increase 2.5% annually.
 - 3% Inflation.
 - 5% vacancy rate across all positions.
- Expenditure growth slows in out years due to fewer teachers needed due to enrollment declines.



Expenditure Comparison

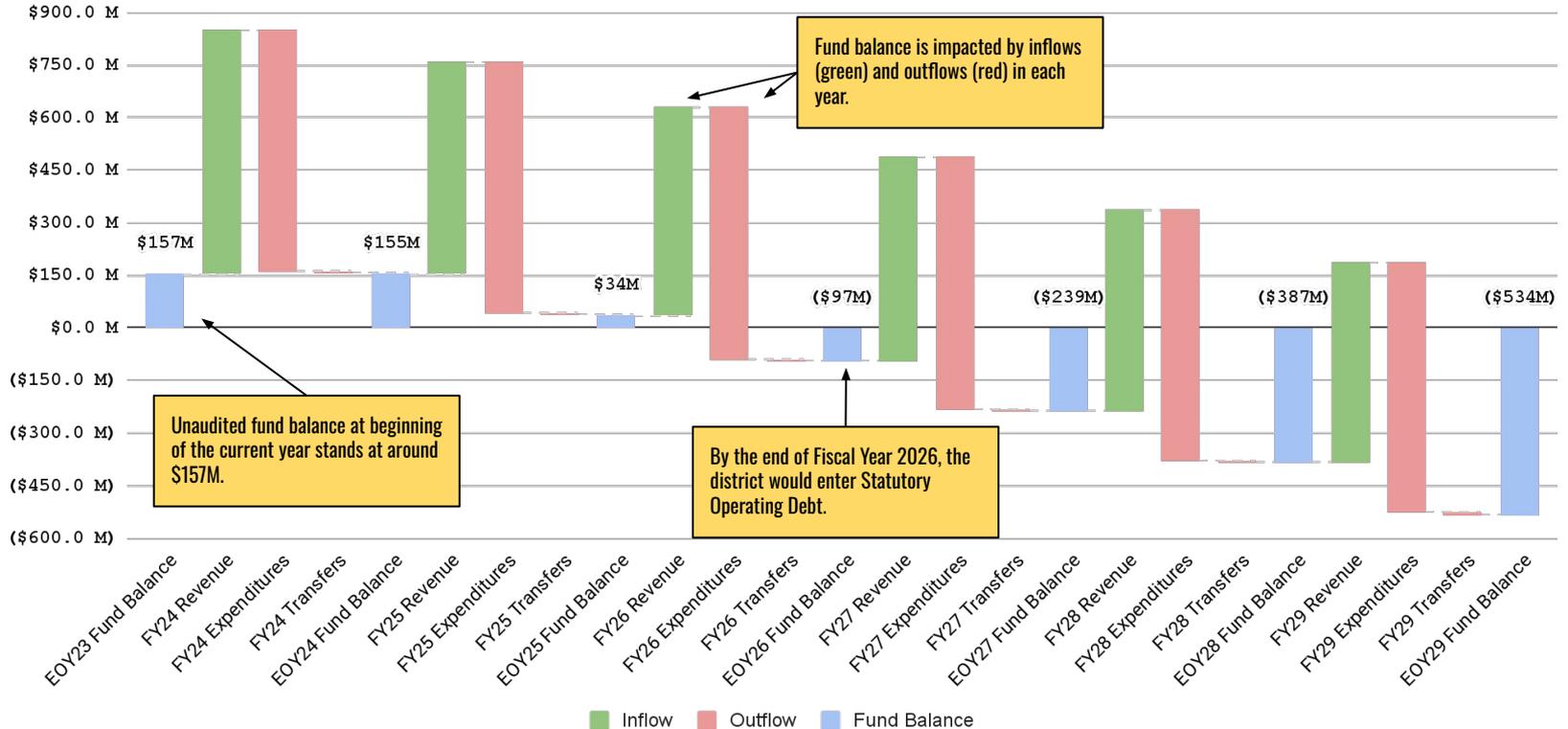
- In FY22 MPS led the five large districts in per-student spending.
 - MPS led in school-level and transportation expenditures.
 - 2nd (to St Paul) in district-level expenditures.
- MPS expenditures in FY22 broke out as:
 - 88.2% School-level educational services.
 - 80.1% Instruction and support services.
 - 8.1% Facilities and maintenance.
 - 6.1% Student Transportation
 - 5.7% District Level Administration

Expenditures Per Student
FY22 Actual as Reported by MDE



	Minneapolis	Saint Paul	Osseo	Anoka-Henn	Ros.-AV
School Level Uses of Funds	88.21%	88.30%	91.16%	92.05%	90.91%
Student Transportation	6.11%	4.50%	5.59%	5.23%	5.35%
District Level Administration	5.68%	7.20%	3.26%	2.72%	3.74%

Change in Fund Balance



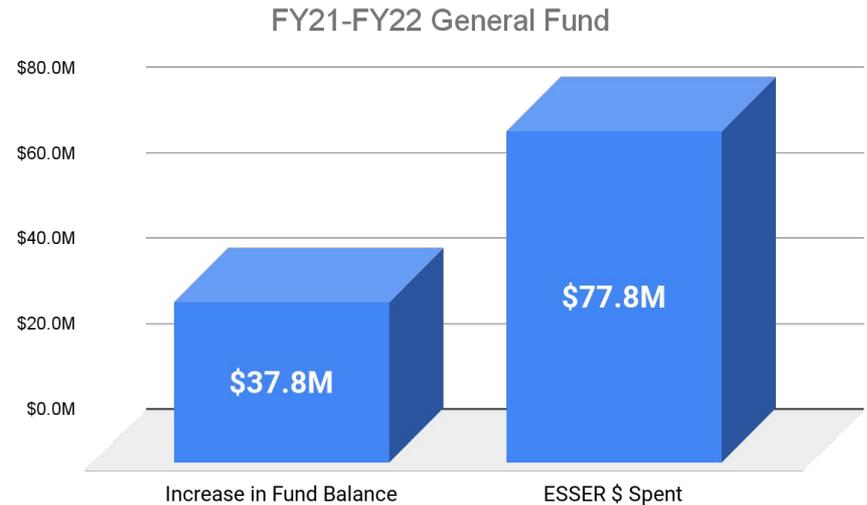
Diagnosing District Financial Issues

As the FY 2025 budget is developed, the district must deal with three core challenges:

1. The use of ESSER III funds for continuity of services over the last two years will force the district to decide what services it must prioritize.
2. The amount of physical space in the district is excessive given the district's needs.
3. The redundant deployment of staff throughout the district.

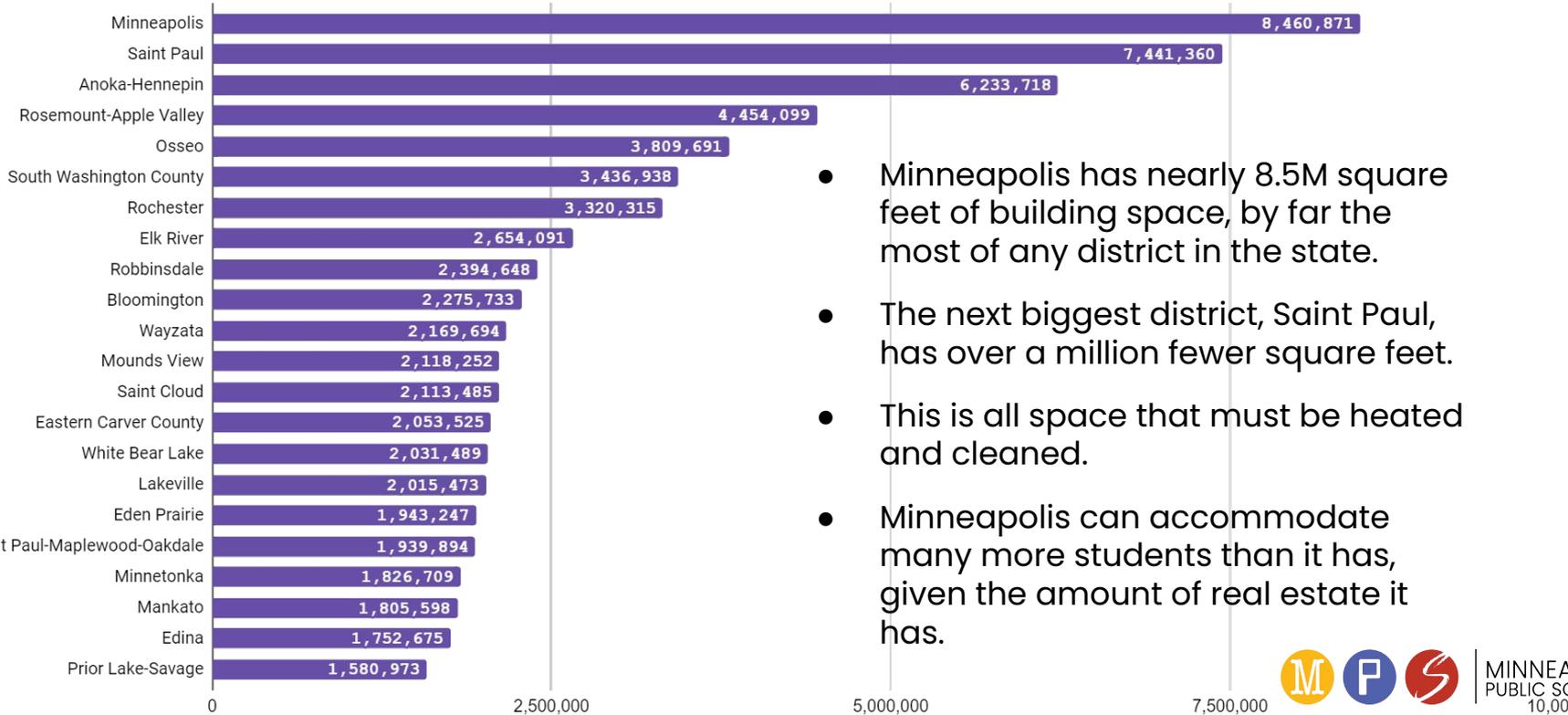
ESSER III Funds

- In fiscal years 2021 and 2022 the district increased its fund balance by \$37.8M.
- During the same period the district expended \$77.8M in ESSER I and ESSER II funds, mostly to pay for continuity of services.
- The difference between these numbers – \$40M – is the deficit that was averted thanks to ESSER.
- During this period the district ran with a vacancy rate in excess of 10%.



Space Analysis

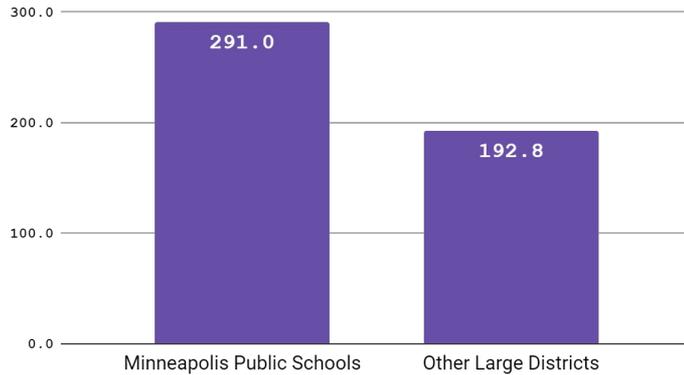
Total Square Footage of Active Buildings
Minnesota's 22 Largest School Districts by Membership



- Minneapolis has nearly 8.5M square feet of building space, by far the most of any district in the state.
- The next biggest district, Saint Paul, has over a million fewer square feet.
- This is all space that must be heated and cleaned.
- Minneapolis can accommodate many more students than it has, given the amount of real estate it has.

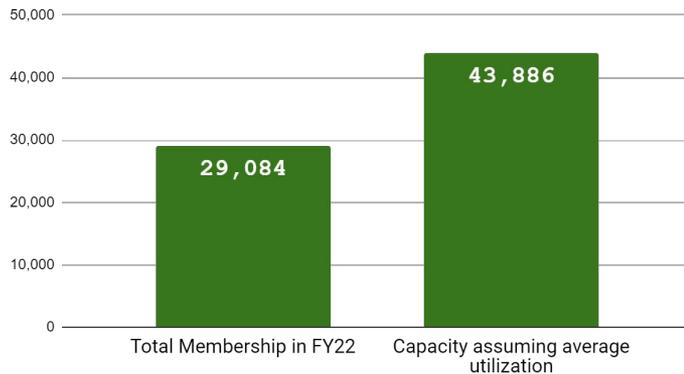
Physical Capacity

Square Footage/ADM



- Minneapolis has 291 square feet of building space per student, the highest of any district in the state.
- The state's 21 other largest districts have 193.

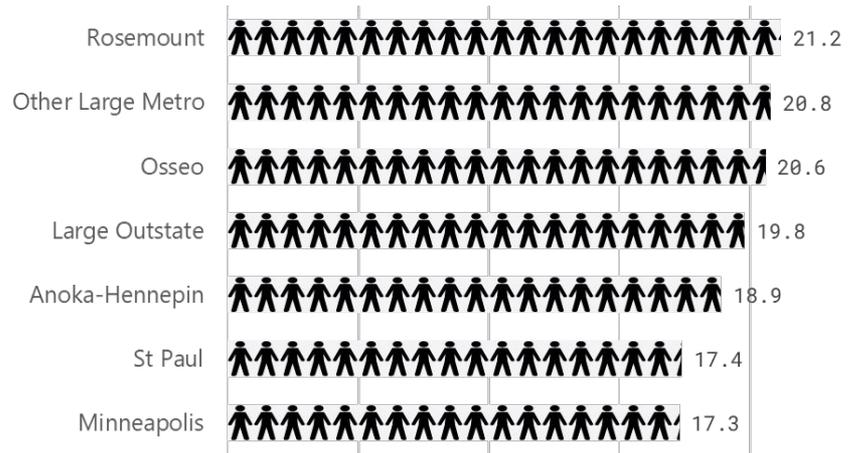
Actual District Membership vs Capacity



- FY22 average membership was 29,084.
- At 193 sq.ft./ADM the district would have room for 43,886 students, enough for 14,802 more kids.
- The district is at approximately 66% of capacity.

Staffing Levels

Membership Per General Instructional Licensed Teacher



Other large districts are able to serve more kids with a single teacher.

Source: PELSB "Teacher FTE By Subject" Report
https://mn.gov/pelsb/assets/Teacher%20FTE%20by%20Subject%2021-22_tcml113-546661.xlsx

Staffing Levels – Support Staff

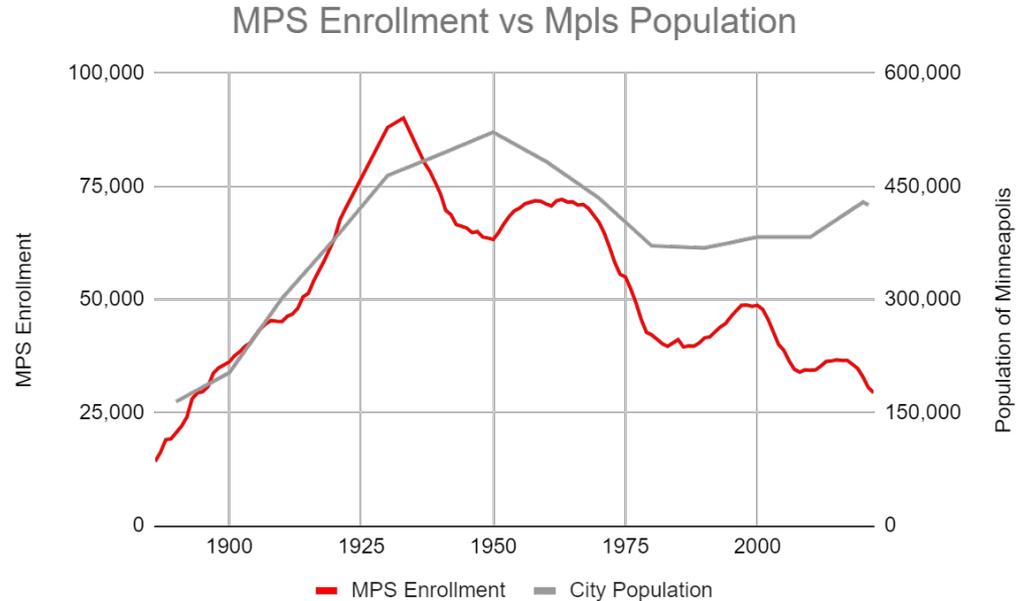
- According to PELSB reports, other large districts in the state are able to serve:
 - 27.6% more kids with one guidance counselor.
 - 192% more kids with one social worker.
 - 116% more kids with one licensed school nurse.
 - 83.6% more kids for each licensed non-instructional staff member.
- There are legitimate reasons why Minneapolis needs more student support staff than other districts.
- This need still comes with a cost.



Source: PELSB "Teacher FTE By Subject" Report
https://mn.gov/pelsb/assets/Teacher%20FTE%20by%20Subject%2021-22_tc_m1113-546661.xlsx

The Long View

- As a resident school district, MPS must absorb any increased demand that may arise due to market changes or demographic shifts.
- MPS has experienced sudden increases in enrollment before:
 - Steep, sustained growth from 1887 to 1933 driven by industry and European immigration.
 - The Great Migration and the Baby Boom: during the 1950s district enrollment increased by 8K.
 - The 90's: prime time for the Millennials, children of the Baby Boomers.
- Minneapolis is one of the US cities least likely to be negatively impacted by climate change.
- MPS must stand ready to absorb any sudden influx of school age children.



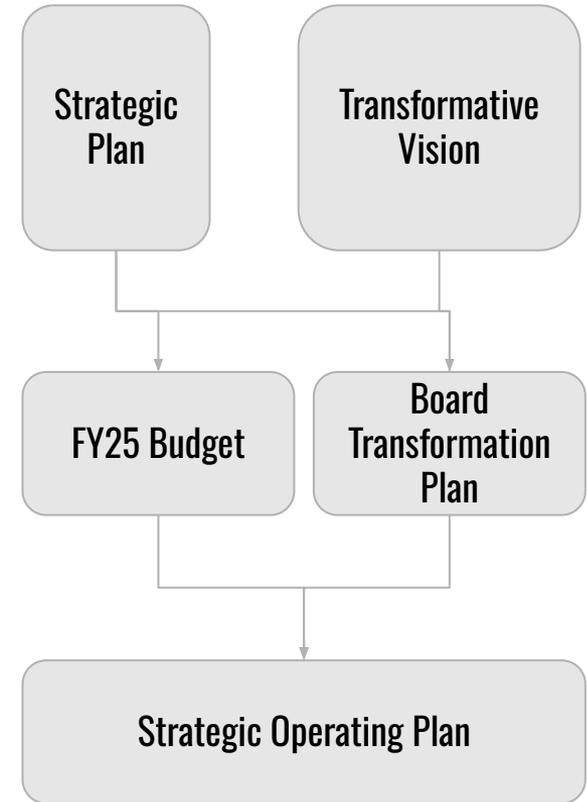
Strategic Operating Plan

The Strategic Operating Plan (SOP) is the financial expression of the strategic plan.

- 5 Years
- First year of the SOP is the FY25 Budget.
- Fifth year of the SOP reflects the board's final transformation plan.
- Years 2-4 are the heart of the SOP. This is the map from where we are now to where we want to go.

A summary of the steps required to create the SOP:

1. Board defines the end state (what the district looks like in year 5)
2. Create operating budget for year 1.
3. Make a plan that moves the district from year 1 to year 5.
4. Examine capital assets and identify what assets can be used, where you have gaps, and where there might be unneeded resources.
5. Create a capital budget that aligns.
6. Repeat annually.



Conclusion

- The current cost structure of the district is unsustainable.
- Demographic changes in the district mean that financial issues cannot be resolved through expanded revenue.
 - There are fewer children living in the city than there were five years ago.
 - Enrollment losses to charter schools and other districts have slowed to minimal levels.
- Action is needed to preserve district solvency.
- Any plan should contemplate long-term impacts while prioritizing the students currently enrolled.

Questions

Anti-Bias, Anti-Racist (ABAR) Committee Work

ABAR Mentors Update

Our Mission: The ABAR Mentors exist to serve and uplift the often overlooked, unheard MPS educators of underrepresented populations. By helping to close the gap of inequality through the lens of restorative justice, we provide comprehensive navigational support, community building, advising, mentoring, and thought leadership.

Our Vision: MPS will increase district-wide belonging as we examine & influence systemic shifts towards a more inclusive, equitable, & welcoming workplace for all. The work of our team will contribute to the increase of retention and recruitment of educators of underrepresented populations.

ABAR works in collaboration with HR and Equity and School Climate Department

ABAR Contract Language:

- [Page 19 of the ESP contract](#)
- [Page 26 of the teacher chapter contract](#)
- [3/25/2022 Tentative Agreement](#)

ABAR Mentors Update

ABAR Initiatives:

- Developed & Facilitated 1st MPS BIPOC Welcome Back Districtwide Event.
- Developed and Currently facilitating weekly “Centering Black Joy” Propay course for Black Educators & Supporting Districtwide Affinity group
- Developed and Currently co-facilitating weekly Early Career Educators of Color Seminar
- Support NEO as a member of the Facilitation Team
- Supported September Principals’ PD as a member of the workshop facilitation team
- Members of ECFE ABAR Committee
- Assisted HR with the recruitment of candidates at the People of Color Career Fair
- Assisted with the scrubbing of Social Studies Curriculum for equity and historical inaccuracies.
- Support district curriculum adoption tool which is inclusive across cultures and intersections. Also will be involved with the adoption process and monitoring the use of the tool.
- Assisting with the development and facilitation of building BIPOC affinity groups to address concerns and solutions which will impact building climate.

ABAR Staff Development and Advisory Council Update

ABAR Advisory Council Purpose

The focus of the council is professional development and educator support for future and current educational staff, with a committed focus on reducing inequitable practices and behaviors in our learning places and spaces as well as supporting educators, specifically educators of color, in navigating and disrupting our district as a predominantly white institution.

Three subcommittees created:

1. Recruitment and Retention
2. Professional Development, Policies, Practices
3. Recommendations based on surveys, incident forms, etc.

2023–2024 Plan and Purpose

- MPS Climate Framework: Defining Antiracism
- Addressing Racism, Microaggressions and Bias in Department Teams
- Strategies for Retaining BIPOC staff
- Review feedback from BIPOC staff surveys

Questions

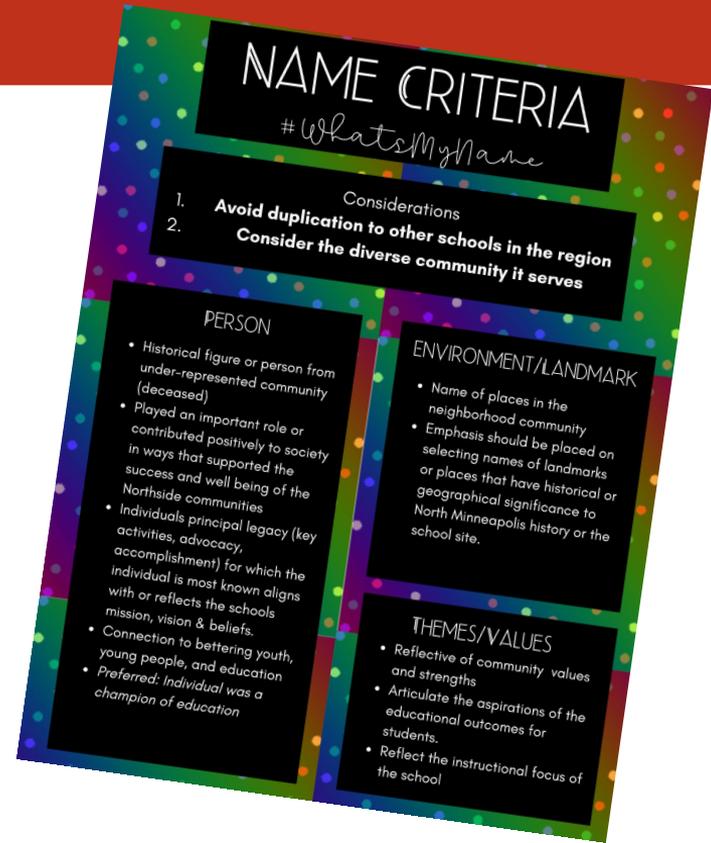
Henry High School Name Change

Background and History

- **2018:** Students and community members organize for a vote to change the name
- **August 2021:** [MPS Facility Names Advisory Committee Recommendations report](#) (recommends name change for Henry)
- **August 2022:** [School Board passes resolution 2022-0050](#) (directing the Patrick Henry School community to begin the name change process)

Process Overview

- Community communication and awareness regarding name
- Student Group Identified Criteria for schools name with feedback from community stakeholders
- Awareness of Name Change and gathering of name ideas
- Narrowing of name ideas to criteria
- 1st round of rank voting
- 2nd round of rank voting



Engagement and Voting

Community Events:

- State of the School Conversations: 45+ attendees
- Hmong State of the School Conversation: 24 attendees
- Olson Middle School visit (student and staff from Olson): All 8th grade students
- Grade Level Assemblies: All Henry students, 2 assemblies per grade (February and April)
- Facebook Virtual Event on 2/8: 846 viewers and 8 shares (watched during and after)

Voting:

- Name Idea Suggestions: 324
- First Round Ranking: 962
- Final Vote: 1,202



Results and Site Council Recommendation

On June 1, 2023, the Henry Site Council voted to forward the two names receiving the most votes to the Superintendent for consideration:

- 1. Camden High School**

Camden is a gender-neutral name of Scottish descent, meaning “winding valley.” Camden shares its name with the hip London district. Camden is a community in Minneapolis, covering the upper half of the north side. Its boundaries are 53rd Avenue North to the north, the Mississippi River to the east, Lowry Avenue North to the south, and Xerxes Avenue North to the west. The community is composed of seven smaller neighborhoods. It also contains the Camden Industrial Area and the Humboldt Industrial Area, neither of which is assigned to an official neighborhood. The Camden and Lowry Avenue bridges connect Camden to Northeast Minneapolis.

- 2. Victory High School**

Victory is an achievement of mastery or success in a struggle or endeavor against odds or difficulties. Our school wants our students to find victory in their life after high school. Although our school is not located in the Victory Neighborhood, it is right next door where our feeder school Loring is located and some of our students live.

Superintendent's Recommendation

- Interim Superintendent Cox is honored to recommend and forward the community and Site Council's first choice of **Camden High School** as the new name for Henry High School
- Draft resolution 2023-0069 is included in the meeting materials for Board review

Next Steps/Timeline

December 12, 2023:

- Board votes on resolution 2023-0069, officially changing the name to Camden High School beginning on July 1, 2024

Upon Board Approval:

- Decisions need to be made about school colors, mascot, and branding
- Multi-year budget plan to implement the change

July 1, 2024:

- New name becomes official
- Temporary signage placed

Resources

- [#WhatsMyName Website](#)
- [MPS Facility Names Advisory Committee Documents](#)
- [MPS Policies and Regulations on Naming Facilities](#)
- [Approved resolution directing Patrick Henry to begin the name change process](#)
- [MPS School Names Advisory Committee materials](#)
- [Documentation of Ella Baker's name change process](#)
- [Documentation of Las Estrellas' name change process](#)

Questions

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0069
December 12, 2023

Resolution renaming Patrick Henry High School as Camden High School

WHEREAS, Minneapolis Public Schools believes that a school name should be inspirational and welcoming to all students; and

WHEREAS, since at least 2018, students, staff, and community members have called for and organized for a new name for Patrick Henry High School; and

WHEREAS, the School Board's advisory committee on school names also recommended that Patrick Henry High School be renamed; and

WHEREAS, Board resolution 2022-0050 directed the Patrick Henry High School community to begin the process of recommending a new name; and

WHEREAS, in accordance with policy and regulation and through a process of nomination, student and community input and survey, and ultimately school site-council approval, a recommendation to rename Patrick Henry High School as Camden High School was submitted to the Superintendent of Schools; and

WHEREAS, the Superintendent of Schools has reviewed the proposed school building name change recommendation and accompanying documentation; and

WHEREAS, the Superintendent of Schools has forwarded the recommendation for action to the Board of Directors, renaming Patrick Henry High School as Camden High School.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby renames Patrick Henry High School, located at 4320 N Newton Ave, Minneapolis, MN 55412, as Camden High School, effective July 1, 2024.

FURTHER BE IT RESOLVED, that the Board of Directors authorizes the Superintendent of Schools to implement all necessary actions to effectuate this name change including applying applicable programmatic naming conventions in accordance with policy or regulation.

FINALLY BE IT RESOLVED, that the Board of Directors directs the Superintendent of Schools to propose a multi-year budget plan to implement the name change and authorizes the Superintendent of Schools to seek available grants and gifts to support this change.

ADOPTED this 12th day of December 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0069)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

MPS School Name Change Request Form

Contact Information

Current School Name:

Henry High School

School Principal or Administrator Name:

Liza Anderson Schmid

School Address:

4320 Newton Avenue North, Minneapolis, MN 55412

Documentation of Rationale and Evidence of Support for Change

Describe how appropriate input was provided from the parents, students, staff, and community (including alumni, neighborhood groups, and local governments) of the school.

Our inclusive process included researching new names, establishing educational lessons about the history of school names and surveying and, engaging our students, staff and community about our new name. We have several events at the school gathering input from stakeholders, put up flyers in the community, connected with local organizations about our process, published articles in North News and Camden News about the voting process, informed the Patrick Henry Foundation about the process, sent out robocalls to family members, students, and staff, and conduct three separate assemblies for each grade to gather student input. We made our process accessible online at our website where people could vote in person or through a google survey. We have several rounds of voting to whittle down name suggestions.

Describe how appropriate input was provided by District Facilities department.

We met with the MPS Communications and Facilities Departments about our process. They also came to the school to walk through the building and assess the impact the name change would have on the facility and where updates to the name would need to be made. If all change is required it could be as much as a \$1.5M expense. It is recommended that the color stay red.

The following supplemental documents were also provided in this section of the name change submission. They can be found in the appendix.

- *Henry Discovery*
- *PHHS Rebranding Notes*

Describe plans for funding any expenses related to change, including signage, materials, uniforms, and other branded items.

From our conversations with the Communications and Facilities Departments, we learned the following:

A school name or program changes initiated by the District, the District shall be responsible. This change was initiated by the MPS School Board on August 16, 2022. At this time the estimated cost for changing the name could be up to \$1.5M. A complete detailed estimate has not been done.

Date of site council meeting when at least two-thirds of members passed a name change recommendation.

06/01/2023

Legal and Process Assurances for Proposed New Name Options

The following have been affirmed by the administrator:

- Do not possess a potential for controversy, such as names of political parties, or campaigns.
- Do not include a name of a living person.
- Are appropriate to the purpose of the program or facility.
- Do not include numbers.
- Do not include slogans.
- Unless specifically authorized, do not indicate a specialized focus or whether the program has a magnet school status.
- Have been vetted by the General Counsel for legal concerns.
- If recommendation is the name of a person or trademarked name, permission for use has been granted by family members, authorized representatives, or estates.

Please explain any assurance above that was not marked, including if it was not applicable.

Camden is a gender-neutral name of Scottish descent, meaning “winding valley.” Camden shares its name with the hip London district. Camden is a community in Minneapolis, covering the upper half of the north side. Its boundaries are 53rd Avenue North to the north, the Mississippi River to the east, Lowry Avenue North to the south, and Xerxes Avenue North to the west. The community is composed of seven smaller neighborhoods. It also contains the Camden Industrial Area and the Humboldt Industrial Area, neither of which is assigned to an official neighborhood. The Camden and Lowry Avenue bridges connect Camden to Northeast Minneapolis.

Victory is an achievement of mastery or success in a struggle or endeavor against odds or difficulties. Our school wants our students to

find victory in their life after high school. Although our school is not located in the Victory Neighborhood, it is right next door where our feeder school Loring is located and some of our students live.

Proposed New Name Options

Proposed Name Option 1:

Camden High School

Proposed Name Option 1 Background and Rationale

Camden is a gender-neutral name of Scottish descent, meaning “winding valley.” Camden shares its name with the hip London district. Camden is a community in Minneapolis, covering the upper half of the north side. Its boundaries are 53rd Avenue North to the north, the Mississippi River to the east, Lowry Avenue North to the south, and Xerxes Avenue North to the west. The community is composed of seven smaller neighborhoods. It also contains the Camden Industrial Area and the Humboldt Industrial Area, neither of which is assigned to an official neighborhood. The Camden and Lowry Avenue bridges connect Camden to Northeast Minneapolis.

Proposed Name Option 2:

Victory High School

Proposed Name Option 1 Background and Rationale

Victory is an achievement of mastery or success in a struggle or endeavor against odds or difficulties. Our school wants our students to find victory in their life after high school. Although our school is not located in the Victory Neighborhood, it is right next door where our feeder school Loring is located and some of our students live.

Proposed Name Ranking

1. Camden High School
2. Victory High School

Supplemental Documentation

The following documents were provided with the name change submission. They can be found in the appendix.

- *Henry Name Change Process*
- *2022-2023 Name Change Rolling Agenda*

Final Acknowledgement and Review Next Steps

The following have been affirmed by the administrator:

Next Steps

Upon receipt of the completed request form, the Superintendent will review the proposed school name recommendation(s).

The Superintendent may:

- Ask the name change requestor to provide additional information; or
- Recommend up to three options to the School Board for action; or
- Disapprove of the recommended names and provide the reasons for disapproval.

If the proposed names are disapproved by the Superintendent, a resubmission can be done if the reasons for disapproval have been resolved or addressed.

If the School Board approves of a name change, the Superintendent will direct district departments to make the appropriate changes in publications, records, designations, and codes used to identify the school.

Expected Timeline

The process for Superintendent review, determination, and School Board action may take up to six months once a name change request is received.

If approved:

- A temporary banner with new name installed by Plant Maintenance (within 2 weeks of request)
 - Finance completes formal name change submission to MDE
 - Internal systems are updated to reflect name change
 - Facilities initiates project to update monument and exterior building signage (3-12 months)
 - Communications updates web pages
 - School updates social media, internal uses
 - School recognition event planned
-
- I have reviewed Policy 7960 and Regulations 7960A and 7960C and affirm that all procedural steps have been completed or properly waived.



Process page

Team

- michael.walker@mpls.k12.mn.us - Associate Supe
 - liza.anderson-schmid@mpls.k12.mn.us - Principal
 - marcus.zackery@mpls.k12.mn.us - PR Coordinator
 - Arielle.Rocca@mpls.k12.mn.us - Work Experience Coordinator
 - alex.leonard@mpls.k12.mn.us - Counselor
 - bpinales@bgc-tc.org - Brittany Pinales, Boys and Girls club
-

Timeline - note the timeline for the board, general council, cost analysis and design needs

- May 8th- May 19th **2nd round of voting**
- Late May: Submit list to Superintendent
- Late May: Superintendent gives names to board and General Counsel
 - 3-4 month process
 - Site council approval
 - Principal formal request to supe
 - Submit only 1-3 options in order of preference
 - General counsel starts the due diligence process
 - **SUBMIT THE NAME REQUEST HERE**

- Inventory and cost analysis of name change
 - This must be run/lead by the Associate Supe, Principal and the **SITE COUNCIL**.
 - Items needing change range from the logo, murals, red paint through to gym floors, plaques and more
 - From the list we can evaluate costs and the possibility to change the logo out over time.
 - Summer 2023- Summer 2024: Search for vendor and create branding and design (this process can take anywhere from 6 months to a year)
 - Pro bono would be preferable but most likely a cost will be associated with this creation of assets
 - Key part will be involving the students within workshops and design.
 - 2024-2025: Fully implemented name change
-

Engagement - Show evidence of engagement.

- **1st round of voting - April 17th-May 3rd**
- **2nd round of voting - May 8-19th**
- **Final round**

Stakeholder Groups to include:

- Current Students, Parents, and Families
- Elementary and Middle School Feeder Students and Families
- Educators at School and Feeder Schools
- Community Members
 - Neighbors
 - Local Businesses
- District Educators
- Community Partners (Beacons, Boys & Girls Club, YCB, Achieve, Phillips Foundation, Minneapolis Foundation, Asian Media Access)

- Alumni Foundation
 - Alumni (inclusive of graduating classes from 2021 to 1950)
 - School Board Members
 - Citywide student representatives
 - Recipients of the Camden News
 - Local Politicians
-

Voting

FIRST ROUND

- ~~1. Archie and Phoebe Givens High School~~
- 2. Camden High School**
- ~~3. Camden Community High School~~
- ~~4. Champion High School~~
- ~~5. Clearance Wigington High School~~
- ~~6. Clyde Bellecourt - Nee-gon-we-way-we-dun High School~~
- ~~7. Crispus Attucks High School~~
- ~~8. Cozelle Breedlove~~
- ~~9. Martin Luther King High School~~
- ~~10. Forward High School~~
- ~~11. Freedom High School~~
- ~~12. Future High School~~
- ~~13. Gary Wilson High School~~
- ~~14. General Vang Pao High School~~
- ~~15. George Bonga High School~~
- 16. H.E.N.R.Y. ---- H=Highly E=Educated N=Noteworthy R=Resilient Y=Youth**
- ~~17. Jim Miller~~
- ~~18. John Frances Wheaton High School~~
- ~~19. Liberty High School~~
- ~~20. Minneapolis Northwest High School~~
- ~~21. Never Give Up On Yourself High School~~
- ~~22. North Camden High School~~

~~23. North Central High School~~

~~24. North Star High School~~

25. Northwest High School

~~26. Ohiyesa—Dr.Charles Alexander Eastman~~

~~27. Omnina Wakan Wakpadan High School (Dakota name for Shingle Creek which means Spirit Refuge Creek)~~

~~28. Pathways High School~~

~~29. Pioneer High School~~

~~30. Pride High School~~

31. Prince High School

~~32. Prince Rogers Nelson High School~~

~~33. Rising High School~~

~~34. Rosa Parks High School~~

~~35. Roy Wilkins High School~~

~~36. Royal High School~~

~~37. True North High School~~

~~38. Truth High School~~

~~39. Ujima High School (Collective Work and Responsibility in Swahili)~~

~~40. Unity High School~~

41. Victory high school

~~42. Victory Fire High School~~

~~43. Wisdom High School~~

~~44. Wodakota~~

~~45. Taoyoteduta, Little Crow~~

~~46. Zitkala—Sa, Gertrude Simmons Bonnin~~

FINAL ROUND

- Camden High School
 - Northwest High School
 - Victory high school
 - H.E.N.R.Y. (H=Highly E=Educated N=Noteworthy R=Resilient Y=Youth)
 - Prince High School
-

Budget

- One time payment should cover almost all needs
 - See above for lead on items needing to be changed
 - Meeting with Curt and Chad next week for list of items
 - If all change is required it could be a \$1.5M expense
 - Recommend color red to stay
 - Designer or firm cost coverage
 - Presumption is minimum of 3 bids
 - Needs clarification
 - Pro Bono or recruiter connection
-

Design

- MPS lead
 - Specs
 - Bids
 - Timelines
 - contracts
- Designer/firm retained
- CTE (Mr Conover) and student involvement
 - Group engagement process

9.19 - Re-Branding

- ① Monument Sign
- swap out top
- ② Logo mats in entry - 3
get approval for process w/in week
- ③ IT Ltr, conte started. hopefully

④ 4 exercise boards

4 machines, 3/machine

⑤ Sign above door

⑥ Above door 5

3 Banner signs on N. wall

2 garbage cans
chairs - padded folding

⑦ Score Boards

Mural on N wall

9 Banners

2 wall pads

16 Champ. Banners

⑧ Outside sign

⑨ Banner sign

⑩ Athletic Eqmt.

- mats
- uniforms
- chairs
- bundles
- signs in lockers

Athletic Field

Sign by fence (already down)

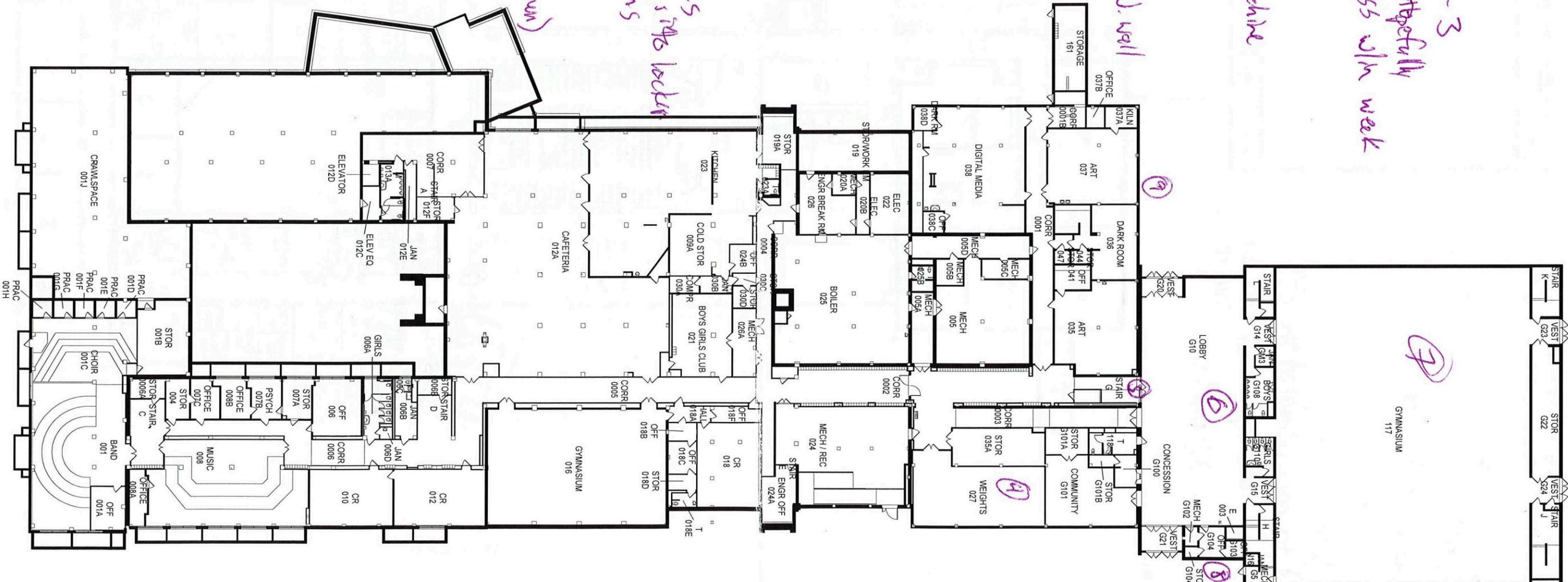
Sign concessions stand

Play by flag in
football field
- dedicated to vets
who died

Score board

Announcer's booth
- sign on bottom
Baseball field sign

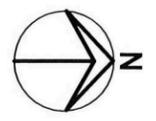
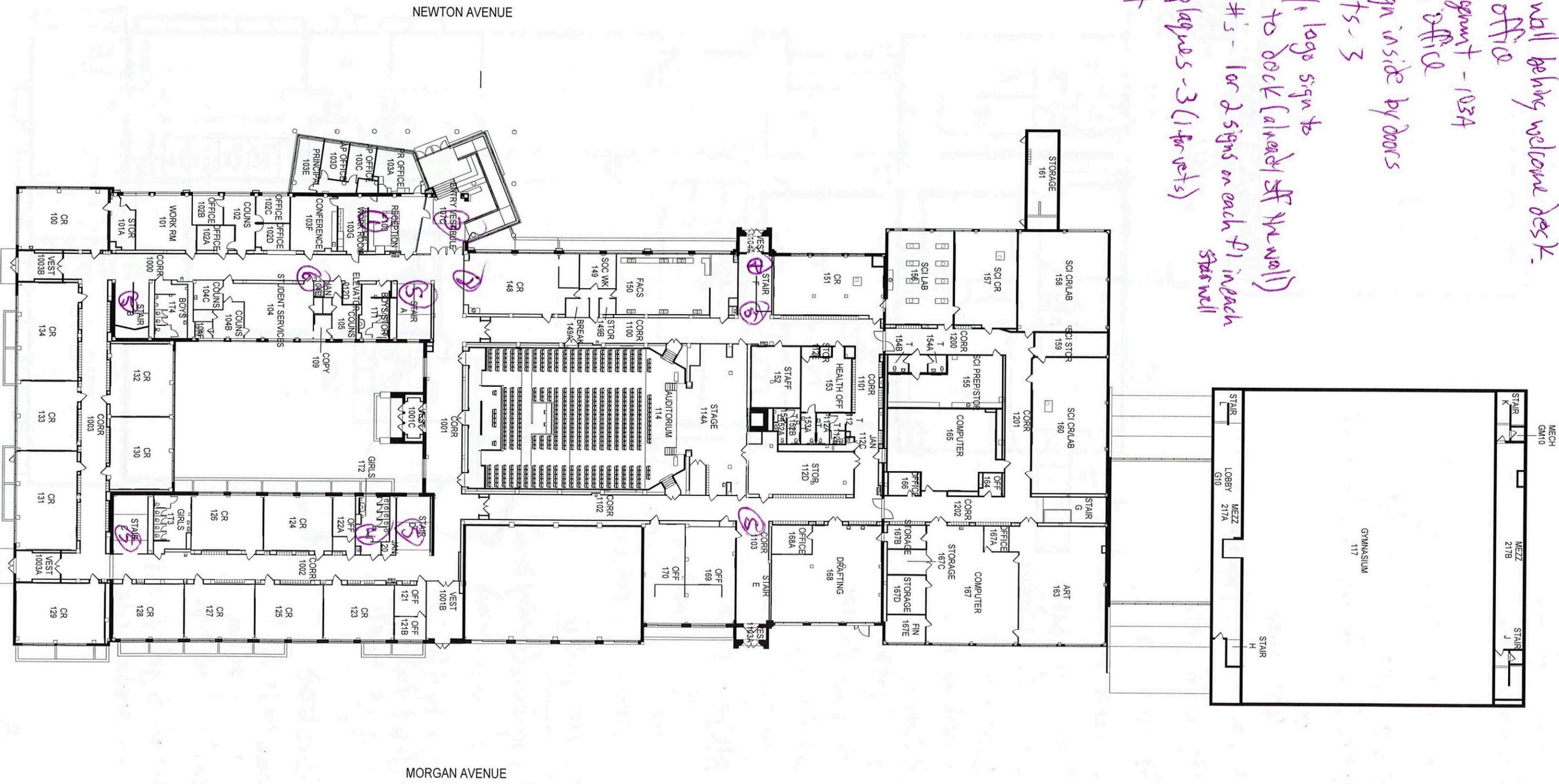
At least 5 garbage cans
- removable circle



1 GROUND FLOOR PLAN WAYFINDING

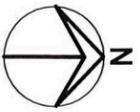
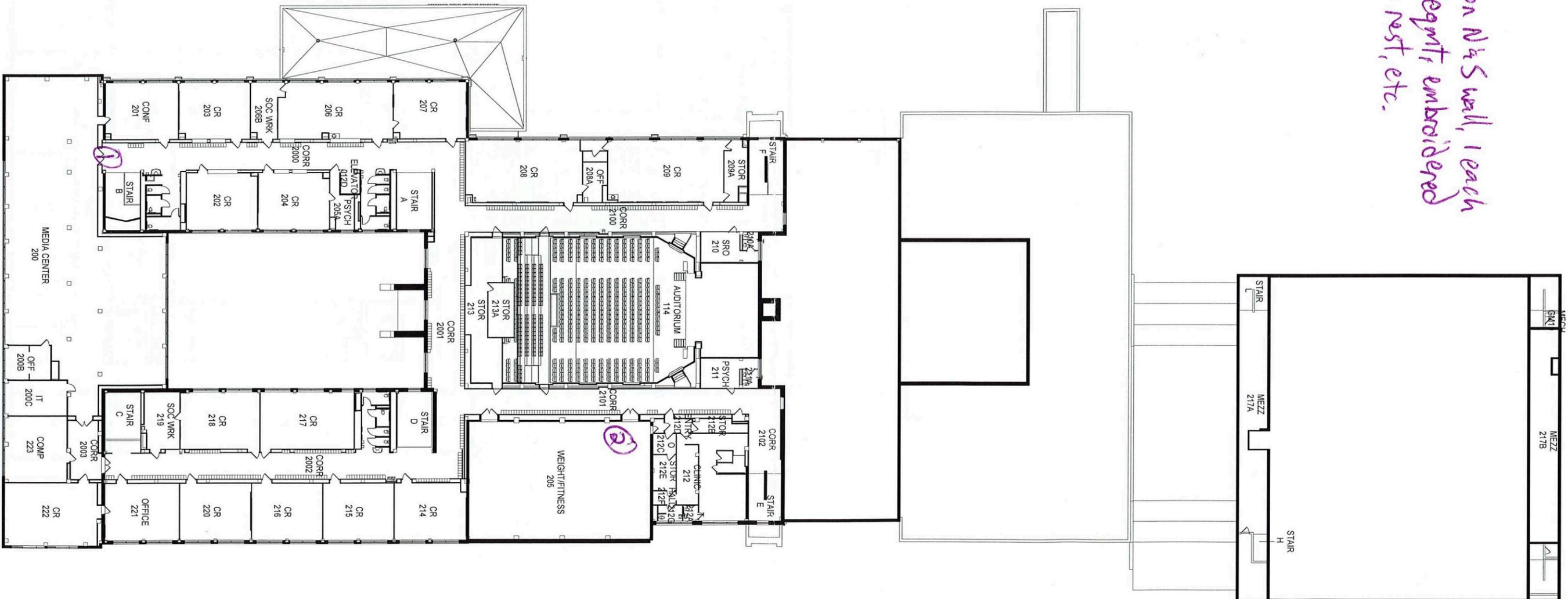
1" = 40'-0"

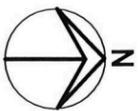
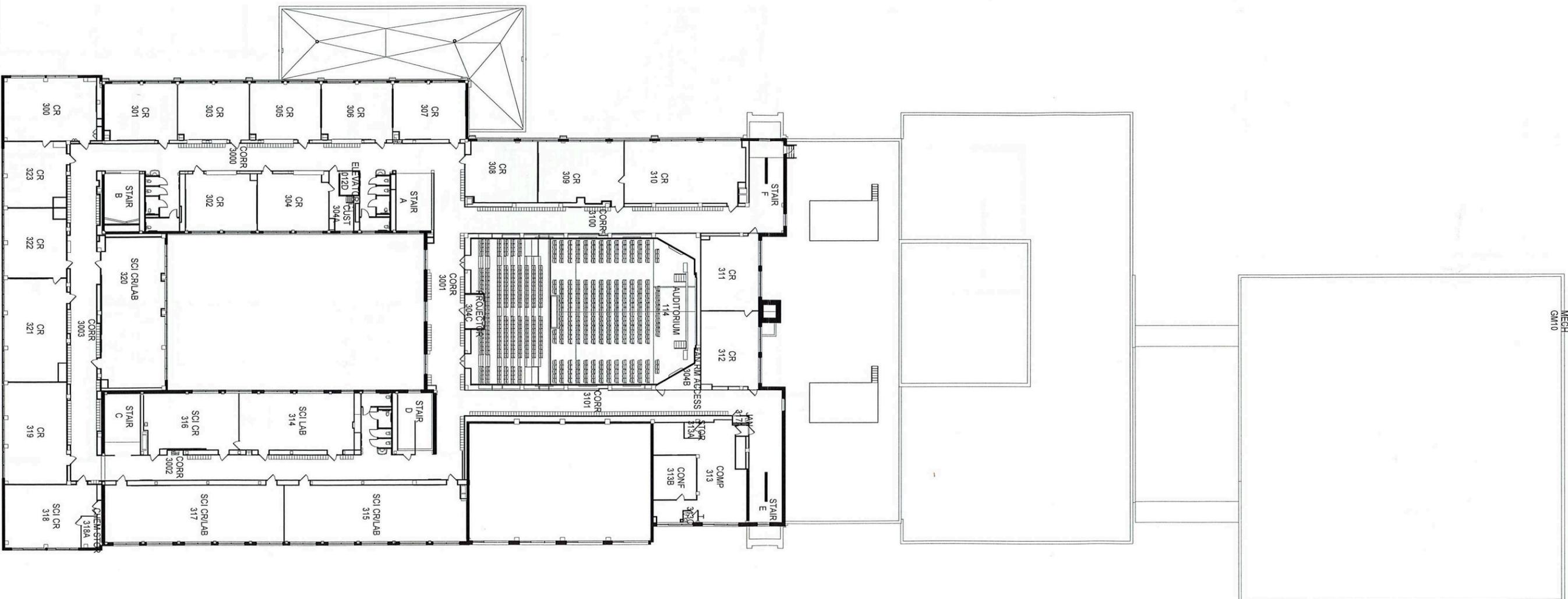
- ① Logo on wall behind welcome desk.
- Prr. office
- Engagement - 1034
- Art. office
- ② Giant sign inside by doors
- ③ Logo mats - 3
- ④ Per Terry, logo signs to be moved to dock (already off the wall)
- ⑤ Stairwell #'s - for 2 signs on each #1 in each stairwell
- ⑥ Original plaques - 3 (1 for vets)
- ⑦ Logo mat



1 FIRST FLOOR PLAN WAYFINDING
1" = 40'-0"

- ① Door into Med. Ctr.
- ② Mt. Room
- 6 columns
- 2 logo signs on N & S wall, 1 each
- 21 pieces of eqmnt embroidered on seat, head rest, etc.





1

THIRD FLOOR PLAN WAYFINDING

1" = 40'-0"

#WhatMyName Change Process 2022-2023 School Year

Stages/Timeline of Name Change:

- Summer 2022: Pework, training, process/timeline identification
- September/Oct: Awareness
- October/November: Gather ideas
- December/Jan: Narrow ideas based on criteria
- Rank Vote
- February: Final Voting and decision, send final proposal to school board
- March/April: Design work and branding
- May: Finalization

Summer of 2022:

- Student Work Group:
 - a. Identified why the name needed to be changed and grouped ideas into categories that include: Change of Culture, History, Northside Community, Student Centeredness, Connection to Slavery, White Supremacy
 - b. Identified Criteria for New Name:
 - Historical figure or deceased
 - Person who reflects our school community
 - Connection to Minnesota, ideally North Minneapolis
 - Positive Impact on the US, Land, or World
 - Connection to bettering youth, young people, and education
 - Champion of Education
 - c. Brainstormed possible Name Ideas including but not limited to: Paul Bunyan High/The Blue Oxs, Victory Way High, Bell Hooks, Mohuammad Ali, John Brown, Heart High, Henrietta Lacks High/Honey Bees Hornets/Helix, Prince Nelson/Rogers Royals, Crispus Attucks, Anthony Cassius/Wisdom High, Rosa Parks High, Ruby Bridges Rebels/Royals, Parkway Pavers/Panthers, Pumas, Kao Ly Ilean Her, Wisdom Way Warrior
 - d. Identified logo for transition time (#WhatsMyName).
 - e. Student Membership: Davonte Sledge, Mai, Maria, Dorian, Iftu, Jeremy, Narika, Aaliyah, Grant Woods and Aubryanna Griffen, Alexis Hernandez,
 - f. Educator Advisors: Marcus Zackery, Alex Leonard, Arielle Rocca, Brittany Pinales (Boys and Girls Club)

Fall of 2022:

1. Identify Team to continue the Name Change work. Include students and staff from the Summer 2022 Team. Include:
 - a. Students from Henry
 - b. Alumni from Henry
 - c. Community Members: Susan Breedlove
 - d. School Staff: Marcus Zackery, Alex Leonard,
 - e. Community Partners: Brittany Pinales, Arielle Rocca
 - f. School Interim Principal: Liza Anderson Schmid
2. Finalize New Name Criteria by connecting Summer 2022 Criteria with [School Mission, Vision, and 2021-2026 Strategic Plan](#).
 - a. Avoid duplication to other schools in the region
 - b. Consider the diverse community it serves

#WhatMyName Change Process 2022-2023 School Year

- c. Historical figure or person from under-represented community (deceased)
 - i. Played an important role or contributed positively to society in ways that supported the success and well being of the Northside communities
 - ii. Individuals principal legacy (key activities, advocacy, accomplishment) for which the individual is most known aligns with or reflects the schools mission, vision & beliefs.
 - iii. Connection to bettering youth, young people, and education
 - iv. Preferred: Individual was a champion of education
 - d. Connection to Minnesota, ideally North Minneapolis
 - i. Name of places in the neighborhood community
 - ii. Emphasis should be placed on selecting names of landmarks or places that have historical or geographical significance to North Minneapolis history or the school site. Our School serves families and students in the Camden Community and the following neighborhoods: Shingle Creek, Lind-Bohanon, HIA, Victory, Webber-Camden, CIA, McKinley, Fowell, Cleveland, Jordan Ie. Mississippi Regional High, Parkway High, Victory High, Way High
 - e. Positive Impact on the US, Land, or World
 - f. Connection to bettering youth, young people, and education
 - g. Champion of Education
 - h. Articulate the aspirations of the educational outcomes for students.
 - i. Reflect the instructional focus of the school
3. Share Criteria for New Name and Brainstorm Ideas with School Stakeholders:

Stakeholder Groups to include:

- Current Students, Parents, and Families
- Elementary and Middle School Feeder Students and Families
- Educators at School and Feeder Schools
- Community Members
 - Neighbors
 - Local Businesses
- District Educators
- Community Partners (Beacons, Boys & Girls Club, YCB, Achieve, Phillips Foundation, Minneapolis Foundation, Asian Media Access)
- Alumni Foundation
- Alumni (inclusive of graduating classes from 2021 to 1950)
- School Board Members
- Citywide student representatives
- Recipients of the Camden News
- Local Politicians (Fue Lee, Mayor, Jacob Frey, City Council, Gov. Walz)

Outreach Ideas:

- Invitations
- Flyers
- Community Pop-Out
- Social Media
- Talking to People one to one, at community events
- State of the Schools Event
- Conferences

#WhatMyName Change Process 2022-2023 School Year

- Grocery Stores, Webster Mart, Cub Foods, Solo
- Video of Process
- Barber Shops, Hair and Nail Salons
- Swag (t-shirts, wristbands)

State of the Schools Address

- Share process
- Share criteria and get feedback on criteria
- brainstorm name suggestions
- circle method/break out groups in affinity groups, like groups

State of the Schools Pre-work:

- Advisory Conversation
- Circle/Question Training and Script
- Identify student and adult facilitation
- Invitations to Stakeholder Groups that target the demographic we are inviting

State of the Schools Post work

- Identify who is missing and create opportunity receive feedback from those groups
- Identify mode of submitting names
- Identify mode for Rank Vote (narrowing of ideas)
- Identify mode for Final Vote

Options to send for Rank Vote:

Results of Rank Vote:

Final Recommendation to School Board:

- Name
- Mascot
- Colors
- Rationale:

Design Work and Branding

- Work with Digital Media Pathway teacher, students, MPS Marketing and possibly a marketing firm to

Finalization of Branding

Resources:

- [Approved resolution directing Patrick Henry to begin the name change process](#)
- [Policy 7960: Naming Schools And District Property](#)
- [Regulation 7960A: Naming Principles And Procedures](#)
- [Regulation 7960C: Changing Names](#)
- [Form 7960C1: Submit Name Change Request](#) (includes a checklist)
- [MPS School Names Advisory Committee materials](#)
- [Documentation of Ella Baker's name change process](#) (contains links to additional information)
- [Documentation of Las Estrellas' name change process](#) (contains links to additional information)

**#WhatMyName Change Process
2022-2023 School Year**

- [Documents/materials from the School Names Advisory Committee](#)

MISSION

We are a vibrant, academically innovative, culturally affirming high school, unwavering in pursuit of liberation for our scholars, educators, families and the broader North Minneapolis Community

VISION

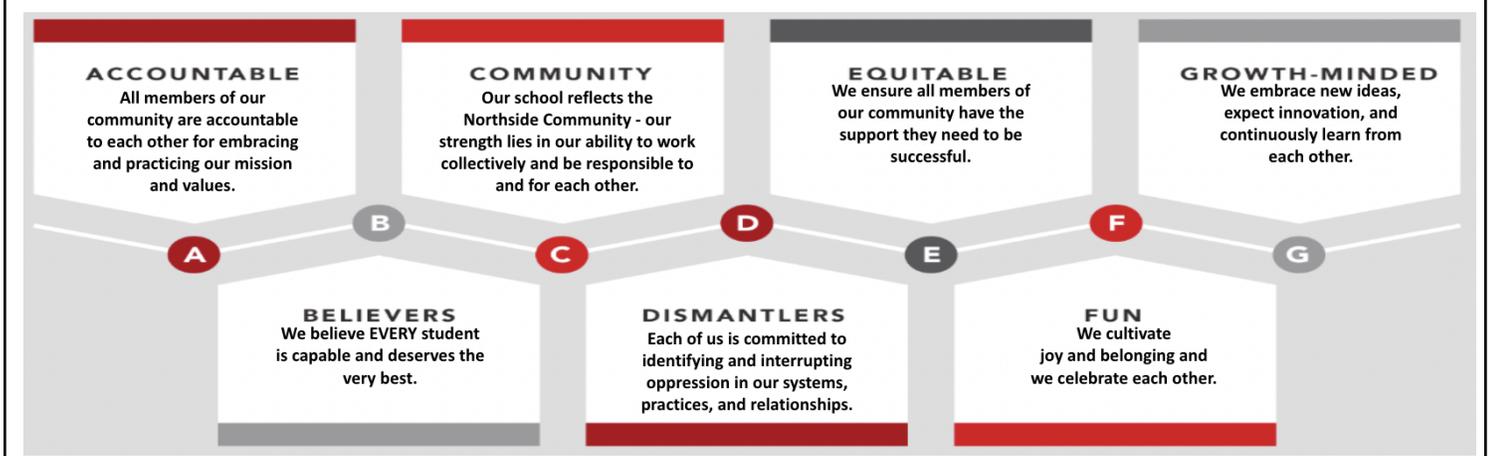
Our scholars graduate as confident, compassionate, critical thinkers, well prepared to achieve their definition of success in the world

**Name Change Agenda
2022-2023**

Convener: Liza Anderson Schmid **Facilitator:** Marcus Zackery **Recorder/Reporter:**

Action Steps: **Timekeeper:** **Process Observer:**

Members: Arielle Rocca, Alex Leonard, Marcus Zackery, Brittany Pinales



Equity Considerations

- What does this change seek to accomplish?
- What data would we want to understand this issue?
- Who could be impacted? Who would benefit?
- Who would be burdened?
- Are there potential disproportionate impacts on communities of color or low income communities?
- What are potential unintended consequences?
- How could you adjust the recommendations or mitigate harm?

Long Term Purpose:

[Name Change Process](#)

[Whats My name Survey](#)

[Website](#)

May 26th

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method
	Warm Welcome	Whose one student are you rooting for to cross that finish line?
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer
	Liza	School Board Policy Guidance https://mps.municipalcodeonline.com/book?type=policies#name=Form_7960Cl_Submit_Name_Change_Request Review Final Submission Checklist . Alex Parke's Notes Identify Needs for Submission SITE council need Before submitting the final checklist to the superintendent <ul style="list-style-type: none">- Reach out to Prince families- Get to legal on Tuesday- Send our choices to general council- Send to Amy Moore about name
	Data	Form https://docs.google.com/forms/d/1Yta39x85ZA-yLjGsCKwYOh29eqYU2TWui3DPPwzBwl/edit Survey (copy) https://docs.google.com/spreadsheets/d/1obxT_MfPP3JouydG_4Vltt4qGq9LmnGTkEEFUnyJYmQ/edit?usp=sharing School names

		<p>Camden High School Victory High School</p> <p>Mascot Patriot Panther Dragon</p> <ol style="list-style-type: none"> 1. How do we want to share the community? 2. Who do we involve in the process of sharing our information? <p>Tuesday- general council Thursday SITE COUNCIL Friday Submit form</p> <p>Form for SITE Council - Ari</p>
	Branding with Alex Parke	<p>Alex Parke</p> <ul style="list-style-type: none"> - We can choose community to help - Students can be involved - Alex Parke will connect with Conover - We can phase into it <ul style="list-style-type: none"> - Every school has a 5 year plan and if it falls - Who owns the cost? - Liza and Marcus will reach out
	Next Year	<p>Who will be on the team next year helping with this process?</p> <ul style="list-style-type: none"> - Branding and logo - What do we need and how do I help recruit students? - Tap into Art Students <ul style="list-style-type: none"> - Nathan and
	Tasks	<p>Liza site council today Make a word document and work on by Tuesday. Update the website with process Form for voting SITE council</p>

March 10th

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
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	Warm Welcome		
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
	Results	- -	
	Budget	<ul style="list-style-type: none"> - Limit and tight - Board just approved PH and Henry - Chad Carr and Curt Hertog went through and questioned whether or not it was enough money - We can phase into it - Alex Parke will check <ul style="list-style-type: none"> - Every school has a 5 year plan and if it falls - Who owns the cost? 	
	Marketing	<ul style="list-style-type: none"> - How can the district help with getting the work out? - Alex will 	

Meeting Actions (Should be checked in by facilitator 24hours prior to meeting)

Customer	Provider	Action	By When	Status 1-Not Started, 2-in Process, 3-Resolved	Description of Resolution
Team	Alex Parke	Reach out to Chad Carr about budget and evaluation of school			
Team	Alex Parke	Reach out to Conover about involving students			
Team	Alex Parke	Reach out to Ryan Strack about template we need to submit to the sup and board	Follow up to Alex Parke		
Team	Alex Parke	Meet Monday with the team and ask about marketing Henry voting.			

March 10th

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
	Warm Welcome		
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
	Data	Which names fit the criteria? 39 Cut off any suggested name that fits the criteria Ari will put ins survey	
	Survey	Choose the school names and the color that would do with it or In the community people only see the list of names that fit the criteria	
	Website	What to include Landing page needs to include how we got these names and being transparent. Break down of who filled out the survey How many people which stakeholders	
	Day to work with students	We need a day with students to do this work (full day) to make the guide	

February 3, 2023

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
	Warm Welcome		
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
	Agenda for Grade Level	Introduction- Marcus 5 minutes - context , summer, how we got here Criteria- 	
	Agenda for Feb 8th podcast		

	Flyer		

January 13th

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
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	Warm Welcome	
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer
	Questions for Feb 8th podcast	Introductions Brittney <ol style="list-style-type: none"> 1. Incorporating student voice Marcus <ol style="list-style-type: none"> 1. Process of how we came up with criteria Alex <ol style="list-style-type: none"> 1. Importance of finding a name that fits the school community
	Flyer	

		Introduction- Marcus 5 minutes - context , summer, how we got here Criteria-	

January 13th

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
	Warm Welcome		
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
	Website	https://sites.google.com/d/1QXI4fFwhy3TPMaeW2U7zOTk9zIFjv3z-/p/1MD1fv_0ffMjXQxqLhBVYLdfFqQwWANm6/edit	
	Assembly	February 6th- 10th grade 3rd period February 7th- 9th grade 5th period February 8th- 11th grade 4th period February 9th- 12th grade 4th period - Educating them on the cr - Criteria - Give them the criteria	

		<ul style="list-style-type: none"> - Qr codes - Raffle for filling it out <p><u>Student version</u> https://docs.google.com/forms/d/1bAR0hXJxukENjuWZNIUvvDAetYqNi22Ihn-UBkRuWog/edit</p> <p>Introduction- Marcus 5 minutes</p> <ul style="list-style-type: none"> - context , summer, how we got here <p>Criteria-</p>	
	Virtual event	<p>Liza will ask Walker if we can use Zoom.</p> <p>February 1st- Wednesday 5:30-6:30</p> <p>Criteria</p> <ul style="list-style-type: none"> - Survey given <p>Breakout groups</p> <ul style="list-style-type: none"> - If you want to stay an talk 	
	News hour	<ul style="list-style-type: none"> - Create a video about the #What'sMyName (Alex) <ul style="list-style-type: none"> - Criteria - Process - How can you voice your opinion? - Brionna and Philip (Ari) <ul style="list-style-type: none"> - Send an email asking if social studies can do a lesson about this 	

January 13th

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
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	Warm Welcome		
Liza	Roles	<p>Convener: Liza Anderson Schmid</p> <p>Facilitator:</p> <p>Recorder/Reporter:</p> <p>Action Steps:</p> <p>Timekeeper:</p> <p>Process Observer</p>	
	Website	https://sites.google.com/d/1QXI4fFwhy3TPMaeW2U7zOTk9zIFjv3z-/p/IMDIfv_0ffMjXQxqLhBVYLdfFqQwWANm6/edit	
	Assembly	<p>February 6th- 10th grade 3rd period</p> <p>February 7th- 9th grade 5th period</p> <p>February 8th- 11th grade 4th period</p> <p>February 9th- 12th grade 4th period</p> <ul style="list-style-type: none"> - Educating them on the cr - Criteria - Give them the criteria - Qr codes - Raffle for filling it out <p><u>Student version</u></p> <p>https://docs.google.com/forms/d/1bAR0hXJxukENjuWZNIUvvDAetYqNi22Ihn-UBkRuWog/edit</p>	
	Virtual event	<p>Liza will ask Walker if we can use Zoom.</p> <p>February 1st- Wednesday 5:30-6:30</p> <p>Criteria</p> <ul style="list-style-type: none"> - Survey given <p>Breakout groups</p> <ul style="list-style-type: none"> - If you want to stay an talk 	
	News hour	<ul style="list-style-type: none"> - Create a video about the #What'sMyName (Alex) <ul style="list-style-type: none"> - Criteria - Process - How can you voice your opinion? - Brionna and Philip (Ari) <ul style="list-style-type: none"> - Send an email asking if social studies can do a lesson about this 	

January 6th

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
	Warm Welcome		
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
	Website	https://sites.google.com/d/1QXI4fFwhy3TPMaeW2U7zOTk9zIFjv3z-/p/1MD1fv_0ffMjXQxqLhBVYLdfFqQwWANm6/edit sholquist@childtrends.org	
	Assembly	What is the date? Liza emailed Thomas <ol style="list-style-type: none"> 1. Monday- 10th 2. Tuesday - 9th 3. Wednesday- 11th-12th <u>Agenda</u> <ul style="list-style-type: none"> - Joint introduction by Marcus and Liza 	
	Virtual event	Liza will ask Walker if we can use Zoom. February 1st- Wednesday	
	News hour	<ul style="list-style-type: none"> - Create a video about the #What'sMyName (Alex) <ul style="list-style-type: none"> - Criteria - Process 	

		<ul style="list-style-type: none"> - How can you voice your opinion? - Brionna and Philip (Ari) - Send an email asking if social studies can do a lesson about this 	
		-	

December 2nd

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
	Warm Welcome	What has changed for you in the last 24 hours?	
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
	Hmong state of the school	State of the school next week on December 7th. <ul style="list-style-type: none"> - Bill and TongGe will be facilitating - Need to translate the survey 	
	Data collection	<ul style="list-style-type: none"> - Ava agreed to go through something - Same protocol 	
	Social Media and getting more people	Putting website together and having our own <ul style="list-style-type: none"> - Home page - https://henry.mpls.k12.mn.us/henry_high_school_name_change.html 	
	News Hour	<ul style="list-style-type: none"> - Create a video about the #What'sMyName (Alex) <ul style="list-style-type: none"> - Criteria - Process - How can you voice your opinion? 	

		<ul style="list-style-type: none"> - Brionna and Philip (Ari) <ul style="list-style-type: none"> - Send an email asking if social studies can do a lesson about this 	
	Virtual event	<ul style="list-style-type: none"> - Reach more people - Easier to present the criteria - Breakout sessions 	
	Grade level assembly	<ul style="list-style-type: none"> - https://docs.google.com/presentation/d/1qyYfeeTIYdaFVZYyWgLFCiz-HssFxMPQqf7f0EeCvgQ/edit - 	
	Elementary	Reach out to Lucy Lany- Lisa Loring	

November 11th, 2022

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
	Warm Welcome	What's your favorite warm drink when it gets cold outside?	
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
	Olson logistics	November 16th https://docs.google.com/spreadsheets/d/1JXK9fnAjvByjf2GFazvoXmo55ZuFJVashputw7NlmWQ/edit#gid=0 List <ul style="list-style-type: none"> - Submitting field trip form - Boys and girl bus - Permissions slips 	

	Data collection	<ul style="list-style-type: none"> - Ava agreed to go through something - Same protocol 	
	Social Media and getting more people	News Hour and the criteria will be sent out on social media.	
	Virtual and other Event	<p>Event For State of the school (Marcus)</p> <ul style="list-style-type: none"> - Hmong, Spanish, and Somali <ul style="list-style-type: none"> - Engagement team - Spanish for spanish speakers - Hmong class <p>Virtual Event maybe after break depending on data.</p>	
	News Hour	<ul style="list-style-type: none"> - Create a video about the #What'sMyName (Alex) <ul style="list-style-type: none"> - Criteria - Process - How can you voice your opinion. - Chelsea Advisory Lesson (Ari) - Brionna and Philip (Ari) <ul style="list-style-type: none"> - Send an email asking if social studies can do a lesson about this 	
	Getting paid		

November 2nd, 2022

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
	Warm Welcome		

Liza	Roles	<p>Convener: Liza Anderson Schmid</p> <p>Facilitator:</p> <p>Recorder/Reporter:</p> <p>Action Steps:</p> <p>Timekeeper:</p> <p>Process Observer</p>	
	How to connect with more people	<p>Brittnay will coordinate Olson student council</p> <p>Hmong Families (Bill and Tong ge)</p> <p>Native students and Justice (Ruth, Susan Breedlove, and Marcus met)</p> <ul style="list-style-type: none"> - November 14th-18th Focused Conversation on a Tuesday - Marcus will make connection with Justice and Ruth T <ul style="list-style-type: none"> - Families can come into the building <p>Loring, City View, Lucy Lany, HIA, Jenny Lind</p> <ul style="list-style-type: none"> - Marcus and Liza <p>Create a different process</p> <ul style="list-style-type: none"> - If you were naming the high to feel, sound, look? <p>Henry (</p> <ul style="list-style-type: none"> - Advisory and lunch - Invite certain advisories down. M, W, F, M 	
	Facilitated discussion feedback	<ul style="list-style-type: none"> - Land acknowledgments - We want to acknowledge the groups of students in the 900s and in the 2012s that this has been a process. - Adults should also set the tone with the norms. - Add a piece about space. When someone is speaking it is their time. - Tables are too close to hear more. <p>Student facilitators</p> <ul style="list-style-type: none"> - Alexis did great. Patient. - Zaniah did a great job! 	
	Process of data	<p>Poster of the parameters and go through the list.</p> <p>Ava to process the data</p>	

October 28th , 2022

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
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	Warm Welcome		
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
	How to connect with more people	Brittnay will coordinate Olson student council Hmong Families (Bill and Tong ge) Native students and Justice (Ruth, Susan Breedlove, and Marcus met) <ul style="list-style-type: none"> - November 14th-18th Focused Conversation on a Tuesday - Marcus will make connection with Justice and Ruth T <ul style="list-style-type: none"> - Families can come into the building Loring, City View, Lucy Lany, HIA, Jenny Lind <ul style="list-style-type: none"> - Marcus and Liza Create a different process <ul style="list-style-type: none"> - If you were naming the high to feel, sound, look? Henry (<ul style="list-style-type: none"> - Advisory and lunch - Invite certain advisories down. M, W, F, M 	
	Facilitated discussion feedback	<ul style="list-style-type: none"> - Land acknowledgments - We want to acknowledge the groups of students in the 900s and in the 2012s that this has been a process. - Adults should also set the tone with the norms. - Add a piece about space. When someone is speaking it is their time. - Tables are too close to hear more. Student facilitators <ul style="list-style-type: none"> - Alexis did great. Patient. - Zaniah did a great job! 	
	Process of data	Poster of the parameters and go through the list. Ava to process the data	

October 7th , 2022

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
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	Warm Welcome	Favorite spirit week	
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
		<p><u>Projects- October 27th</u></p> <p>Advisory curriculum (circle) (Ari and Alex)</p> <ul style="list-style-type: none"> - Davonte Sledge, Mai, Maria, Dorian, Iftu, Jeremy, Narika, Aaliyah, grant woods and Aubryanna Griffin, Alexis Hernandez, Tray, Natalia, Gabby Vera, Vernon, Zoey <p>Event planning for October 27th</p> <ul style="list-style-type: none"> - Presentation (Together) - Logistics for circles (Alex) <ul style="list-style-type: none"> - Virtual option or - Print out of rubrics - Coordinate adult facilitator <ul style="list-style-type: none"> - Rosa, erin, marcus, india - Circle script protocol (Marcus) - Invites <ul style="list-style-type: none"> - Create the invite - Flier for October state of the school (Marcus) - Invites (Liza will make the invite and marcus will tweak) <ul style="list-style-type: none"> - Invite community partners (Marcus) - Businesses (Ari & Alex) <ul style="list-style-type: none"> - Houston White - John Baker jhnbker@gmail.com - Grant funders (Ari) - Feeder schools (Brittney and Liza) HIA, Lucy Laney, Olson, Beacons Network, Boys and Girls Club, KIPP - Private/Charter K-5, K-8s - Alumni (Leonard) - Refreshments - Set-up 	

Meeting Actions (Should be checked in by facilitator 24hours prior to meeting)

Customer	Provider	Action	By When	Status	Description of Resolution
				1-Not Started,	

				2-in Process, 3-Resolved	
Team	Marcus	Create flier	10/10	Done	
Team	Liza	Create RSVP on Facebook	10/11	Done	
Team	Ari	Create email template for invite with RSVP	10/11	Done	
Team	Ari and Brittney	Reach out to students about advisory starting next Wednesday	10/13	In process	Have a group chat and met with some today
	Ari and Brittney	Curriculum for advisory	10/13	In process	
Team	Ari	Set up internship stuff for students	10/13	In process	
Team	Brittney and Liza	Connect with feeder schools about attending state of the school and #whatsmyname Marcus will email principals	10/24	In progress	
Team	Liza	Connect with district - Derek Frances, Mike Walker, Yusuf Abdullah, Kim Caprini, sue vang, -Connect with SITE council -Connect with school board -Ryan strack	10/25	In progress	
Team	Alex	Connect with Alumni FACEBOOK	10/25	In progress	
Team	Ari	Connect with Business and grant funders	10/25	In progress	
Team	Marcus	Circle script protocol			
Team	Alex	Reach out to Henry staff and others about about facilitation nneka, quiana sorell, India, Marc woods, Danyika, Tong Ge, Sue Vang Confirmed: Minus, Poole, Leonard, Tong Je Vang, Sue Vang, Liza, Josh P, Nneka,	10/25	Done	

		Confirmed: Alex Guterrez, Thomas Pindgeosh, Berit, Maria, Iftu, Dorian, Jeremie, Sledge, Zaniah, Ferdowsa,			
Team	Brittnay and Pam	Order refreshments - Contact pam Set-up - Email terry about tables round	10/20	Done	
Team	Ari Brittnay	Digitizing the criteria and creating pamphlets. Translations Submission Information: https://minneapolispublicschools.sharepoint.com/sites/OCEER/SitePages/TranslationandInterpretationServices.aspx	10/25		
Marcus		Talk with Christopher michael about auditorium	10/25		
Ari		Community script	10/25		
Ari		Printed scripts and QR codes for tables	10/27		
Liza		Attendance sheet for Title 1	10/27		
Alex Marcus Ari		Slide deck	10/26		
Brittnay		Contact Terry and Pam about food and tables	10/27		
Marcus		Alex Conover	10/27		
Ari		Finish survey	10/27		

September 30 , 2022

Presenter	Agenda Item w/Decision Making Method	Outcomes and Decision Method	Time
	Warm Welcome		
Liza	Roles	Convener: Liza Anderson Schmid Facilitator: Recorder/Reporter: Action Steps: Timekeeper: Process Observer	
		Announcement <i>Brittany- Olson Student council is interested in participating in whatever events we have. Still working on laney and HIA.</i>	
	State of the school	State of the Schools Pre-work: <ul style="list-style-type: none"> ● Advisory Conversation <ul style="list-style-type: none"> ○ Circle training <ul style="list-style-type: none"> ■ Practice and training ● Circle/Question Training and Script <ul style="list-style-type: none"> ○ Marcus- questions ○ Ari- Script ● Identify student and adult facilitation ● Invitations to Stakeholder Groups that target the demographic we are inviting <ul style="list-style-type: none"> ○ Alumni, students, ● Lositics around circle process 	
	Filling in the document	https://docs.google.com/document/d/1ifbDLVPwUtkkxfSvDG32Ya3hOF87gg4WpMTt1m7MPno/edit - Students: <ul style="list-style-type: none"> - Make sure the demographic is reflective of our school. <ul style="list-style-type: none"> - Email Compton, Rosa, Teddie, Ruth, - Davonte Sledge, Mai, Maria, Dorian, Iftu, Jeremy, Narika, Aaliyah, grant woods and Aubryanna Griffin, Alexis Hernandez, Tray 	

June 5	Henry all day
June 6th	District 8-11am Henry 11:30-3:10
June 7th	Valley Fair
June 8th & June 9th	District 8:00am-1:30pm Henry 2:00pm-3:10pm
June 12th	Henry all day
June 13th	District 8:00am-11:30am Henry noon-3:10pm
June 14th	Henry all day
June 15th	Henry 8:00am-10:30 District 11:00-1:30 Henry 2:00-3:10
June 16th	District all day

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-xxxx
Date of Meeting

Resolution modifying the grade level of Seward Montessori Elementary School

WHEREAS, Seward Montessori School is currently a pre-kindergarten through fifth grade school; and

WHEREAS, the Montessori philosophy, approach, and curriculum is designed in three year cycles; and

WHEREAS, Seward students miss out on the third year of the final cycle and therefore are not able to receive the full benefits of Montessori programming; and

WHEREAS, the superintendent of schools recommends that a sixth grade be added to Seward.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby modifies the grade level of Seward Montessori to add a sixth grade, beginning in the 2024-2025 school year.

ADOPTED this xx day of Month 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-xxxx)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-00xx
Meeting Date

Resolution initiating a school transformation process for Minneapolis Public Schools

WHEREAS, it is the vision of Minneapolis Public Schools (MPS) that all students—regardless of their background, zip code, and individual needs—will receive an anti-racist, holistic education that builds essential knowledge to prepare students for future success; and

WHEREAS, it is the mission of MPS to provide a high quality, anti-racist, culturally responsive education for every Minneapolis student; and

WHEREAS, MPS is committed to intentionally focusing and prioritizing resources and actions to significantly improve the experiences and outcomes of Black students, Indigenous students, students of color and their families; and

WHEREAS, transformation is necessary for MPS to achieve our mission and vision and to fulfill our commitment through successful implementation of the strategic plan and a focus on its four goal areas of academic achievement, student well-being, effective staff, and school and district climate; and

WHEREAS, a transformed MPS must ensure each and every student's needs are met regardless of race, culture, and home language; and

WHEREAS, a transformed MPS must be fiscally and operationally sustainable, with resources invested for the greatest direct benefit of students, which may require schools to be repurposed, consolidated, and closed; and

WHEREAS, the transformation process shall begin in December 2023 and continue through the 2025-26 school year; and

WHEREAS, the transformation process must include analysis and planning of physical spaces, finances, programming, and community engagement.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby directs the Superintendent to begin the transformation process by:

1. Conducting a physical space study of all schools including factors such as enrollment capacity, current utilization and accessibility, and predictable spaces that are essential. The physical space study will:
 - a. Include walkthroughs with invitations to the school board chair and vice chair, the board director whose election district includes the school, the associate superintendent, school leadership, Special Education and Multilingual Department staff, and teacher and ESP representation.
 - b. Generate data that will be reviewed by the school's site council and student council, if applicable.
2. Ensuring community engagement opportunities are available throughout the process, beginning upon the completion of the physical space study. Community engagement will:
 - a. Be ongoing with many access points for the community to engage
 - b. Means that we are out in the community, not expecting the community to come to us.
 - c. Start with a first phase utilizing a world cafe style model to help us hear “What Matters Most” to our stakeholders.
3. Identifying central office department efficiencies by transparently categorizing spending and ensuring funds are prioritized in alignment with the strategic plan using a priority-based budgeting process.
4. Initiating a Spanish Dual Language Task Force to review and make recommendations about the purpose and goals of Spanish Dual Language Programming, funding sources, and the amount and placement of programming. The Task Force will:
 - a. Be appointed by the School Board and minimally include a board director, student and parent voice, a representative from the Latino Parent Advisory Council (LPAC), and school and district staff.
 - b. Bring forth recommendations to the Superintendent’s Cabinet and the School Board.

FURTHER BE IT RESOLVED, that the Board directs the Superintendent to provide regular updates on the transformation process and, as needed, recommend items for School Board action, in alignment with the goals of the process.

ADOPTED this xx day of Month 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-00xx)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

DRAFT

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2023-0067**

RESOLUTION REPEALING POLICY 5510

WHEREAS, The policy has been determined to be unnecessary, redundant to existing law and/or policy, or is outdated; and **WHEREAS**, The Board’s Policy Committee has recommended the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: **REPEAL** “Policy 5510: Public Performances By Students” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

R E P E A L

~~Policy 5510: Public Performances By Students (Repealed)~~

~~The Board of Education recognizes that worthy and appropriate educational values accrue from pupil participation in civic and community affairs. Instructors shall be encouraged to provide students for public performances when such performances contribute to the educational process and objectives of that particular class and when it does not interfere unduly with other scheduled classes or activities within the school.~~

~~**Original Adoption:**~~

~~04/25/1967~~

~~**Revision Dates:**~~

~~8/28/73, 6/12/84~~

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Feerayarre	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____

Presiding Officer

Attest

Sharon El-Amin, Chair, Minneapolis
Public Schools

Lori Norvell, Clerk, Minneapolis
Public Schools

Equity Considerations for Policies

Policy 5510: Public Performances By Students

October 2023

Policy Sponsor: Dr. Aimee Fearing

Email: aimee.fearing@mpls.k12.mn.us

MPS Equity and Diversity Policy 1304

“The Board of Directors, Superintendent and staff commit to conducting an Equity and Diversity Impact Assessment on *all future policies that have a significant impact on student learning and resource allocation*. This commitment also includes conducting assessments on *policies that are periodically reviewed and updated* through the policy development process that have a significant impact on student learning and resources allocation.”

Guide for Completing the Document

The Equity Considerations for Policies supports the district’s policy review efforts established by the Board Policy Committee. This process walks policy owners or their designee through steps for an equity-driven policy change process.

There are a few things to keep in mind:

- Using a Google Doc will ensure that you can update this document as a running record through the development of your recommendation.
- As you complete the document, consider how messaging would be perceived and/or understood by board directors, families, and community members.
- Be sure to spell out acronyms to ensure that board directors, families, and community members understand what you may be referring to.
- Avoid using jargon or language that may not be accessible to anyone who is unfamiliar with the policy/ies.
- Completing an Equity Considerations document does not imply that you will receive approval. Your document will be reviewed by an internal EDIA team who will provide feedback and considerations on your recommendation. Once you’ve made revisions to your document, it will go before the Board Policy Committee for review. This committee will determine whether or not a board vote is needed. Note that this document may also be available for review by the EDIA Committee, senior officers, to name a few.
- The information that you record in this document may eventually be made public.

Contact the EDIA Team if you have any questions, and *submit this document, along with any supporting documents to:*

- Madeline Geitz, Evaluation Specialist, madeline.geitz@mpls.k12.mn.us
- Kate Parkinson, Director of Research, Evaluation, and Assessment, kate.parkinson@mpls.k12.mn.us

Identify Your Policy Recommendation

Use the space below to identify your policy recommendation as either **1) an existing policy requiring no changes, 2) current policy with needed revisions, 3) current policy needing a repeal; policy no longer needed, 4) current policy needing a repeal; subsume some parts into other policies, or 5) a new policy.**

Current policy needing repeal.

Recommended Policy Change

Provide a brief description below of the policy recommendation. If you have supporting documents, you may provide the URL for the EDIA Team to access your recommendation or attach the supporting documents in an email when you submit this document to the EDIA team.

New Policy

If applicable, use the space below to summarize the new policy you recommend. If this is an existing policy with no changes needed, skip this question.

Current Policy

If applicable, use the space below to summarize what the current policy states. Provide the URL for audiences to read the full board policy. If this is an existing policy with no changes needed, state that below.

Recommended Policy Change

If applicable, use the space below to summarize the recommended changes to the existing policy. If this is an existing policy with no changes needed, skip this question.

Provisions in the policy ([Policy 5510: Public Performances By Students](#)) are either permissive in nature or are addressed in other policy and/or law. The policy has not been updated since 1984 and we do not believe it is being actively referenced or utilized.

Additional Information

Use the space below to share additional information or context about the policy recommendation.

As a part of a normal review process and with the goal of narrowing the number of policies so they can more easily be viewed and understood by our community, we have identified Policy 5510 as redundant and/or unnecessary and recommend its repeal.

Completing the Following Sections

READ BEFORE COMPLETING THE FOLLOWING SECTIONS: If this is 1) a policy that requires no changes, 2) a policy with revisions that does not meet any of the activating thresholds, or 3) a policy with revisions that does not change the way that the district will carry out the policy, you do not need to complete the the remaining sections below. For all others, complete the following sections. Please reach out to the EDIA team for a consultation if you are unsure.

Meaningful Inclusion of Diverse Perspectives on the Policy Recommendation

Describe the ways in which you've worked to ensure that you have meaningfully included diverse perspectives from internal and external stakeholder groups in the policy recommendation process.

Explain who you engaged with, how they were engaged, and when these engagements took place. When explaining how you engaged with stakeholders, specify whether you informed (shared information with stakeholders), consulted (shared information with and gathered feedback from stakeholders), or collaborated (partnered with to inform, gather feedback, and co-constructed the policy recommendation).

If you had trouble with engagement, you could also use the space to identify ways you tried to engage stakeholders. You can also describe how you used information gathered in the past to inform your policy recommendation process.

Internal Engagement including staff	External Engagement including students, families, and community members
N/A	N/A

Identify the Current Problem

Describe what data (including conversations with stakeholders) tells you about possible existing student inequities. Include the evidence in this section or you may send the EDIA team the data that supports why there is a need to recommend the policy change.

There will be no impact on students as a result of the policy being repealed.

Describe what the potential root causes or factors are that contributed to the inequity - including factors that are within MPS' locus of control as well as factors that are outside of MPS' locus of control.

Naming what is within or outside of your locus of control informs decision makers about what possible measures may need to be taken, including legislative efforts and partnerships to be built to tackle the root causes.

Root Causes or Factors (within MPS' locus of control)	Root Causes or Factors (outside of MPS' locus of control)
N/A	N/A

Equity Consideration if the Policy Recommendation is Approved/Implemented

Identify what practices and/or core functions may be impacted by the recommendation. This could include internal (division and/or department) team structures, staffing, roles, and responsibilities as well as any state or federal level mandates.

None

Specify which student groups you anticipate will be positively impacted by the recommended policy change, and how.

<i>Group(s) Positively Impacted</i>	<i>How the Approved Recommended Policy will Positively Impact the Group(s)</i>
N/A	N/A

Furthermore, identify which specific student groups may be negatively impacted by the policy recommendation and describe how you plan to mitigate the negative impact and/or harm.

<i>Group(s) Negatively Impacted</i>	<i>Mitigation Plan</i>
N/A	N/A

Additional Information and Considerations

Use the space below to share any additional information that would be helpful to know.

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**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2023-0066**

RESOLUTION REPEALING POLICY 1130

WHEREAS, The policy has been determined to be unnecessary, redundant to existing law and/or policy, or is outdated; and **WHEREAS**, The Board’s Policy Committee has recommended the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: **REPEAL** “Policy 1130: Appearances, Interviews, And Performances” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

R E P E A L

~~Policy 1130: Appearances, Interviews, And Performances (Repealed)~~

~~The Minneapolis Public Schools want to cooperate with commercial radio and television stations in providing desirable programming for and with pupils in the schools. Because the schools (whose basic objective is the education of students) are concerned with the general welfare of pupils in their charge, the following provisions have been designed to conserve the health and time of pupils, avoid possible exploitation of them, and establish a sound philosophy of desirable standards for pupil participation in school and school-related broadcasts:~~

- ~~1. All school and school-related radio and television programs in which students appear should be cleared for broadcast. Contact should be made through the Educational Media Services Department. Approval will then be obtained from the appropriate area division office.~~
- ~~2. Radio and television programming must meet the needs of the schools. This programming should possess positive school-community relations values, and in all instances should provide an educational experience for students.~~
- ~~3. The Educational Media Services Department will not enter any type of radio or television programming in which there are factors present for commercial exploitation of either pupils or teachers.~~
- ~~4. Only persons authorized by the principal may work on radio and television programming in any of the Minneapolis Public Schools. Also students may not be sent to stations unless they are under the supervision of certificated personnel.~~
- ~~5. Where a program is set up by the station or an advertising agency, students may be secured only as they happen to notice or hear the invitation from the station or the advertising agency. They cannot be supplied by the schools. When students appear on~~

such a program it should not be said that they 'represent' any particular Minneapolis Public School, or the Minneapolis Public Schools.

6. Contests between schools and individual students are rarely accepted for radio-television programming. Contests must be approved by the Contest Committee.

Original Adoption:

4/25/67

Revision Dates:

10/12/71, 1/30/73, 11/15/75, 1/29/80

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Feerayarre	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____

Presiding Officer

Attest

Sharon El-Amin, Chair, Minneapolis
Public Schools

Lori Norvell, Clerk, Minneapolis
Public Schools

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Licensed

Faisa Abdi Alimici	Hall Academy Elementary	Teacher, Technology	10/25/2023
Adinan Banse	Bethune Elementary	Teacher, Elementary	10/16/2023
Janet Lynn Baustian Nelson	Teaching & Learning	Teacher, TOSA General	10/10/2023
Kathleen McCoy Benson	Pratt Elementary	Teacher, English Second Language	8/13/2023
Kristen A Bostad	Multilingual	Teacher, English Second Language	10/16/2023
Janessa Louise Brackett	Roosevelt High	Teacher, Counselor	8/22/2023
Nicole Lee Carson	Adult Basic Education	Teacher, Adult Basic Ed	9/18/2023
Marianne P Cassels	Speech Language Clinicians	Teacher, Speech Language Clinician	11/1/2023
Eli August Coats	Roosevelt High	Teacher, Theatre/Dance	10/16/2023
Jean H Coleman	Hmong International Academy Elementary	Teacher, High Five	10/9/2023
Sarah Elizabeth Creegan	Pratt Elementary	Teacher, Elementary	10/2/2023
Katherine Marie Eiden	Occupational, Physical Therapists	Teacher, Occupational Therapist	7/1/2023
Chez Shanell Evans	Anwatin Middle	Teacher, Social Worker	10/31/2023
Laura J Freese	Speech Language Clinicians	Teacher, Speech Language Clinician	11/13/2023
Aisha Abdirashid Haybe	Andersen Middle	Teacher, English Second Language	11/6/2023
Michelle Lynn Hofeldt	Hall Academy Elementary	Teacher, Music	10/9/2023
Clifford Leighton Huff	Adult Basic Education	Teacher, Adult Basic Ed	9/5/2023
Hafsa M Ibrahim	Hall Academy Elementary	Teacher, High Five	10/9/2023
Jennifer Elaine Schuster Jaeger	Roosevelt High	Teacher, Health	10/16/2023
Danielle D Legault	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	11/1/2023
Yanira Llanos Levinger	Las Estrellas Elementary	Teacher, Interventionist (Elementary)	10/23/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Licensed

Alexandra Fisher Macdonald	Olson Middle	Teacher, Science	11/6/2023
MARA L MARTINSON	Adult Basic Education	Teacher, TOSA Adult Basic Ed	10/30/2023
Deborah Kay Mears	Minneapolis Academy & Career Center	Teacher, Science	11/6/2023
Connor Jack Monchamp	Olson Middle	Teacher, Art	10/18/2023
Tammie Lyn Rich-Worden	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	10/17/2023
Amy Elizabeth Roche	Emerson Elementary	Teacher, English Second Language	10/17/2023
Werner Pedro Rudolph	Andersen Middle	Teacher, World Languages (Spanish)	11/7/2023
Carolina Saldana-Reyes	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	10/5/2023
JULIE A SAUL	Field Elementary	Teacher, Special Education	10/23/2023
Cristian Josue Segovia	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	10/3/2023
Alisa Sengdara	Nellie Stone Johnson Elementary	Teacher, Social Worker	11/6/2023
Devika Singh	Pillsbury Elementary	Teacher, Elementary	8/13/2023
Sarah Ann Spleiss	Teaching & Learning	Teacher, TOSA Literacy Specialist	7/1/2023
Jennifer Ann Terry	Teaching & Learning	Teacher, TOSA General	10/30/2023
Ana Vazquez Acosta	Las Estrellas Elementary	Teacher, Interventionist (Elementary)	10/27/2023
Carmen Rosa Villa Tavarez	Las Estrellas Elementary	Teacher, Building Reserve	10/18/2023

Hiring - Non Licensed

Sabriin mohamud Abdi	Sullivan PK-8	Special Education Assistant	9/19/2023
Fatma Haidar Abdulahi	Folwell Elementary	Associate Educator (Interventionist)	10/16/2023
Fiona Elizabeth Adams	Operational & Financial Data Analytics	Data Analyst	11/6/2023
Dallana Elena Alegria Ambros	Folwell Elementary	Associate Educator	10/17/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Non Licensed

Kayla catherine Arnold	Cityview Elementary	Special Education Assistant	10/30/2023
Kezyah shade Athorn	Ella Baker PK-8	Associate Educator	10/9/2023
Anton J Bailey	Materials Handling	Materials Handler	10/23/2023
Michael E Bailey	Engineers, Zone 1	Custodian	10/9/2023
Christian Kenneth Baker	Office of Black Student Achievement	School Success Program Assistant	8/31/2023
Jasper P Becker	Andersen Middle	Associate Educator (Interventionist)	9/11/2023
Taja elizabeth marion Bell	Kenwood Elementary	Special Education Assistant	11/1/2023
Jordan Rashad Berry	Andersen Middle	Associate Educator	8/31/2023
Melanie Margaret Bowden	Risk Management	Coordinator, Risk Management	10/16/2023
Antionna Mone Bradley	Minneapolis Kids	Child Care Assistant	9/26/2023
Danielle Shanae Brown	Bethune Elementary	Associate Educator	10/16/2023
Wilmon Bryant	Engineers, Zone 2	Custodian	10/16/2023
Kayla Nicole Buchmann	South High	Special Education Assistant	9/25/2023
Clara Ann Burke	Minneapolis Kids	Child Care Assistant	10/16/2023
Victor J Burks	Justice Page Middle	Associate Educator	10/23/2023
Mariam Jankeh Camara	Folwell Elementary	Special Education Assistant	10/23/2023
Julia Joan Campbell	Bryn Mawr Elementary	Special Education Assistant	10/23/2023
Emillie R Castillo	Minneapolis Kids	Child Care Assistant	10/31/2023
Jaquita jd Caston	Minneapolis Kids	Child Care Assistant	10/9/2023
Tommy James Kenneth Clark	Engineers, Zone 2	Custodian	10/9/2023
Katherine Bode Claude	Bryn Mawr Elementary	Special Education Assistant	10/16/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Non Licensed

Shatorria Monique Cobb	CWS, Site Group 2 - Northeast	Food Service Assistant	11/8/2023
Imani S Coble	Harrison Education Center	Special Education Assistant	8/31/2023
Chad Michael Collins	South High	Special Education Assistant	10/16/2023
Marlene Krystal LaBeija Conyers	Washburn High	Special Education Assistant	10/30/2023
Sapphire Terrece Cook	Olson Middle	Special Education Assistant	11/1/2023
Shatavia renee Cook	Minneapolis Kids	Child Care Assistant	11/9/2023
YUDITH MILENA CUFU BOTELLO	Las Estrellas Elementary	Associate Educator (Interventionist)	10/23/2023
Essell W Davis Sr	Engineers, Zone 2	Custodian	10/11/2023
Albert Pierre Demmings	Washburn High	Security Monitor	10/23/2023
Katie J Duque	Emerson Elementary	Associate Educator (Interventionist)	10/2/2023
Alicia L Dusel-Huerta	Culinary & Wellness Services (CWS)	Supervisor, Food Service Site	9/27/2023
Jesmina Kyra Elhirech	Early Childhood Special Education	Special Education Assistant	10/9/2023
Kayla Lea Engle	Procurement & Contract Mangement	Contract Manager	10/24/2023
Charles Edward Evans III	Hmong International Academy Elementary	Associate Educator	10/27/2023
Rayelle Evans-Galyen	Andersen Middle	Special Education Assistant	8/31/2023
William Rory Aaron Exline	Marcy Elementary	Associate Educator (Interventionist)	11/6/2023
Amanda M Fassett	Hale Elementary	Associate Educator (Interventionist)	10/11/2023
Jasmim Figueroa	Southwest High	Office Assistant	10/18/2023
Ryan A Francisco	Bethune Elementary	Special Education Assistant	10/23/2023
Sophie Elizabeth Fresco Hanlon	Marcy Elementary	Associate Educator (Interventionist)	10/23/2023
Gail Maureen Fridlund	Anishinabe Academy Elementary	Health Services Assistant	10/23/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Non Licensed

Anna Louise Frisbie	Las Estrellas Elementary	Special Education Assistant	10/25/2023
CCara D Fuller	Seward Elementary	Special Education Assistant	10/9/2023
Miriam Garcia De Sanchez	Ella Baker PK-8	School Secretary	11/13/2023
Shannon Mary Texas Garwood	Minneapolis Kids	Family Learning Child Care Worker	9/11/2023
Flora Gasca	North High	Special Education Assistant	10/26/2023
Kamal Sheikh Ali Geydhe	Transportation	School Bus Driver	10/25/2023
Aaron Gill	Webster Elementary	Special Education Assistant	10/30/2023
Claire R Golding	Minneapolis Kids	Child Care Assistant	10/19/2023
Erick Alexander Gonzalez Martinez	Engineers, Zone 2	Custodian	11/20/2023
Lissa F Gordon	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	11/6/2023
Shayda Gail Gounili	Check and Connect	Student Support Specialist	10/17/2023
Terron E Green	Hall Academy Elementary	Associate Educator	10/4/2023
Amelia Greenwald Furman	Special Ed Department	Teacher, Emeritus	9/26/2023
Janaya Yvette Greer	Bethune Elementary	Associate Educator (Interventionist)	11/7/2023
Thomas Prullage Grodzicki	Minneapolis Kids	Family Learning Child Care Worker	10/9/2023
Tina Marie Hallberg	Anthony Middle	Associate Educator (Interventionist)	10/17/2023
Pierre Hampton	Hall Academy Elementary	Special Education Assistant	9/14/2023
Kimberly Jewel Harris	CWS, Site Group 6 - Southeast	Food Service Assistant	10/9/2023
Hoda Ismail Hassan	Ella Baker PK-8	Family & Community Liaison (ESP)	10/18/2023
Sahra H Hayle	Folwell Elementary	Associate Educator (Interventionist)	10/9/2023
Chad William Heacock	Engineers, Zone 2	Custodian	10/9/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Non Licensed

Ideasha Danielle Hill	South High	Special Education Assistant	10/9/2023
Amina Abdi Hirsi	Webster Elementary	Special Education Assistant	10/30/2023
Aleah Corine Hollie	Hall Academy Elementary	Associate Educator (Interventionist)	10/16/2023
Courtney DeVeaux Holmes	Special Ed Program 1	Director, Special Education Programs	9/11/2023
Demetrias D Howe	Sullivan PK-8	Health Services Assistant	11/6/2023
Johnneta Marie Hughes	Bethune Elementary	Associate Educator (Interventionist)	10/16/2023
MyKha A Hunter	Bryn Mawr Elementary	Associate Educator	11/6/2023
Divine Natural Essence Islam	Anwatin Middle	Associate Educator (Interventionist)	10/23/2023
Shyane Brashay Jackson	Harrison Education Center	Special Education Assistant	10/23/2023
Mats Jacobsson	Bryn Mawr Elementary	Special Education Assistant	8/31/2023
Amy E Jarpe	Jenny Lind Elementary	Associate Educator (Interventionist)	10/23/2023
LaJoi Cleopatra Jones	Sullivan PK-8	Special Education Assistant	9/27/2023
Kaylene Marie Kalkbrenner	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	10/12/2023
Ronald Joel Kamann	Washburn High	Special Education Assistant	10/23/2023
Linus CJ Kangas	CWS, Site Group 2 - Northeast	Onsite Food Service Coordinator	10/18/2023
Madison J Kelsey	Bethune Elementary	Associate Educator	10/16/2023
Maybelle R Koland	South High	Special Education Assistant	10/9/2023
Damarion Sincere Lacy	Engineers, Zone 1	Custodian	8/23/2023
Darry K Larkin	Webster Elementary	Special Education Assistant	9/11/2023
Sophie Isabella Laroque	Early Childhood Special Education	Special Education Assistant	10/9/2023
Quentin Edward Lee Skinner	Henry High	Special Education Assistant	10/24/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Non Licensed

Mariah AnnMarie Lenon	Edison High	Associate Educator	10/23/2023
Argentina M Lerma	AVID Tutors	AVID Assistant	10/9/2023
Harriet Abene lindner	Kenny Elementary	Associate Educator	10/2/2023
Diana Marie Little	Pillsbury Elementary	Associate Educator (Interventionist)	8/31/2023
Crystal B Love	Minneapolis Kids	Family Learning Child Care Worker	10/31/2023
Marcos Littlewolf Luna	Waite Park Elementary	Associate Educator	10/24/2023
Richard Earl Magee	Cityview Elementary	Special Education Assistant	10/30/2023
Malik Rayshunn Martin	Bethune Elementary	Special Education Assistant	10/30/2023
Elfonzia Undra Mcadory	Materials Handling	Materials Handler	10/23/2023
John paul McDonald	MPS Metro HA	Special Education Assistant	10/25/2023
Nathan Tyler McKenzie	Kenny Elementary	Associate Educator (Interventionist)	10/16/2023
Sharan Denise McMath	Engineers, Zone 2	Custodian	10/11/2023
Kyeona Laquinta Meriweather	Marcy Elementary	Special Education Assistant	10/30/2023
Elizabeth Marie Meske	Office of the General Counsel	Assistant General Counsel	10/9/2023
Lucas Anthony Miernicki	Nellie Stone Johnson Elementary	Associate Educator	10/23/2023
Laecretia Anise Moallim	Pillsbury Elementary	Special Education Assistant	10/16/2023
Jesus Ivan Montoya Salazar	Bryn Mawr Elementary	Associate Educator (Interventionist)	10/2/2023
LaQuinta Chantel Moore	Bethune Elementary	Associate Educator (Interventionist)	10/30/2023
Ryan Daniel Mulso	Talent Management	Administrator, Mpls Residency Program	11/6/2023
Shaadia Aidarus Munye	Henry High	Associate Educator (Interventionist)	10/23/2023
Sariya Abdinoor Muse	Pratt Elementary	Special Education Assistant	10/23/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Non Licensed

Atehawung Ndip	Marketing & Communications	Marketing & Communications Spec, Senior	9/11/2023
Terbuto Habout Ochothow	Bryn Mawr Elementary	Special Education Assistant	10/2/2023
Eillenn Oconner Gonzalez	Green Central Elementary	Associate Educator (Interventionist)	9/5/2023
Amira Ali Omar	Special Ed Interpreters	Associate Educator	10/5/2023
Ebony A Owens	Washburn High	Associate Educator (Interventionist)	10/9/2023
Maria Jackeline Palacios	Emerson Elementary	Special Education Assistant	10/30/2023
Charity Tikeyah Paye	Pillsbury Elementary	Associate Educator	10/9/2023
Vanessa Giselle Pesantez	Office of Latine Achievement	Associate Educator	10/24/2023
Brianna alyse phillips	Hmong International Academy Elementary	Special Education Assistant	9/25/2023
KionDre Dion Pippins	Hmong International Academy Elementary	Special Education Assistant	10/16/2023
Tyshekka shanae Poole	Minneapolis Kids	Child Care Assistant	11/7/2023
Alexis Angel Porter	Folwell Elementary	Associate Educator	10/2/2023
Michelle Lee Posso	Lyndale Elementary	Special Education Assistant	11/1/2023
Joseph Michael Qualick	Engineers, Zone 2	Custodian	10/11/2023
Justin Devontie Qualls	Andersen Middle	Security Monitor	10/23/2023
KaNiya C Rennels	River Bend Education Center	Special Education Assistant	9/25/2023
DeQuae Demetrius Rich	Lucy Laney Elementary	Associate Educator	10/16/2023
Justine Amanda Riley	Business Services	Account Specialist	11/2/2023
Michael David Roberts	MPS Metro HA	School Success Program Assistant	11/6/2023
Maricruz Rodriguez Alarcon	Barton Elementary	Associate Educator	10/24/2023
Cassidy Hanna Rood	Minneapolis Kids	Child Care Assistant	10/11/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Non Licensed

Susan Breckner Rose	Folwell Elementary	Associate Educator (Interventionist)	10/23/2023
James Robert Rosenthal	CWS, Distribution	Warehouse Specialist, Distribution	11/13/2023
Mary Alice Rosko	Marketing & Communications	Coordinator, Media Relations	11/1/2023
David Dalance Ross	Bethune Elementary	Associate Educator (Interventionist)	10/16/2023
Nicholas Isaiah Salvato	Andersen Middle	Special Education Assistant	8/31/2023
Courtney Elizabeth Saurer	Minneapolis Kids	Program Specialist, Community Education	11/27/2023
Abigail Margaret Schiller	Pratt Elementary	Special Education Assistant	10/11/2023
Jody Marie Schreiber	Engineers, Zone 2	Custodian	11/1/2023
Kali Maree Shell Track	Loring Elementary	Special Education Assistant	10/3/2023
Patrice Tierney Shulman	Washburn High	Associate Educator (Interventionist)	10/9/2023
Anna Maguire Simonetti	Southwest High	Special Education Assistant	10/11/2023
Tanaisha Ann Smith	Loring Elementary	Special Education Assistant	11/13/2023
Tijuana Soward	Marcy Elementary	Associate Educator	10/30/2023
Lydia Grace Spading	Sanford Middle	Special Education Assistant	10/9/2023
Antanisha marie Spears	Howe Elementary	Special Education Assistant	10/23/2023
Vivian Amelia Spitzer	Bryn Mawr Elementary	Associate Educator (Interventionist)	10/5/2023
Kathryn S Spoelstra	Green Central Elementary	Special Education Assistant	9/13/2023
MoTeace Jann Stewart	Edison High	Special Education Assistant	10/10/2023
Jennifer Lauren Stofer	Ella Baker PK-8	Associate Educator (Interventionist)	10/9/2023
Trinity Tracè Taylor	MPS Online 6-12	School Secretary	10/23/2023
Curtis R Thomas	Henry High	Special Education Assistant	10/16/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, November 14, 2023

Hiring - Non Licensed

Clover Lynne Thompson	AVID Tutors	AVID Assistant	10/16/2023
Mary M Traxler	FAIR High	Special Education Assistant	10/23/2023
See Cecelia Vang	Jenny Lind Elementary	Associate Educator	10/23/2023
Jack Wahlquist	Minneapolis Kids	Family Learning Child Care Worker	10/10/2023
Wanda Lashay Waldon-flowers	Jenny Lind Elementary	Special Education Assistant	10/16/2023
Jason Michael Walker	STEM/CTE	Associate Educator	11/6/2023
Jonnesha Dashay Walker	Lyndale Elementary	Special Education Assistant	10/2/2023
Dkwan Ashod Washington	Northeast Middle	Security Monitor	10/11/2023
James Robert Wells	CWS, Site Group 6 - Southeast	Onsite Food Service Coordinator	10/26/2023
Kevin A Weseman	CWS, Site Group 6 - Southeast	School Cook	10/18/2023
Joseph Samuel Whitesman	Folwell Elementary	Associate Educator (Interventionist)	10/4/2023
Addie Laurel Wigg	Sanford Middle	Associate Educator (Interventionist)	8/28/2023
John Paul Williams	Engineers, Zone 2	Custodian	10/16/2023
Elycia Gloria Willis	Franklin Middle	Health Services Assistant	10/30/2023
Deshon Malik Woods	Transportation	Bus Aide	10/9/2023
Marc Darryl Woods	Northeast Middle	Special Education Assistant	10/16/2023
Aquille Dejaun Wyatt	Franklin Middle	Associate Educator	10/11/2023
Nakrumah Jameel Young	Edison High	Associate Educator	10/11/2023
Elio A Zepeda	Northeast Middle	Associate Educator (Interventionist)	10/30/2023

AGREEMENT FOR SERVING MEDICALLY FRAGILE CHILDREN IN THE SCHOOL SETTING

This Agreement, entered into this September 5, 2023 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the “School District”), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Adara Home Health (“Agency”), 25 1st Ave NE #100, Buffalo, MN 55313.

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided, one nurse to one student on the bus, at school and for school-related outings.

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, tracheostomy care, gastrostomy care and medication administration.

NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the described services to:
 - a. QS (“Student”) at Elementary (“School”) and on the bus to and from School.
2. The Agency shall provide the following services:
 - a. A qualified nurse to provide nursing care for the Student to participate in his/her educational program as determined by the educational team. The contracted nursing services will be provided consistent with physician’s orders and an agency-developed plan of care.
 - b. Furnish plan of care for each student to the Licensed School Nurse at the Student’s school at the beginning of the Agreement and whenever there is a care plan change.
 - c. Nurses will be within eye sight of the Student at all times.
 - d. Nurses will assist the Student in performing educational activities under the direction of the classroom teacher when medical needs have been met.
 - e. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
 - f. The Agency will not send student nurses to this assignment.
 - g. The Agency will maintain all documentation of care given and will provide copies to the School District if requested.
3. The service will begin on September 5, 2023 and shall not extend beyond August 1, 2024.
4. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for Student attendance days. The rate of pay shall be **\$ 72.00** per hour for complex RN and **\$72.00** per hour for complex LPN coverage. All payments will be provided to the Agency within 30 days of service.
5. The School District shall monitor the services of the Agency as follows:
 - a. The Special Education department (attn: Jessica Moryn) for the School District shall receive copies of all invoices for payment.
 - b. The Health Service Coordinator (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall receive copies of required items in Section 2.e above.
 - c. The nurse at School shall receive copies of health care plans as specified in Section 1.b. above.
6. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
7. The School District shall not request the Agency nurse to provide medical services of any type to any other students, staff, or visitors.
8. Either party may terminate this Agreement with a four-week written notice.

GUIDELINES FOR SERVING MEDICALLY FRAGILE CHILDREN IN THE SCHOOL SETTING

A. ROLES AND RESPONSIBILITIES

1. Principal/Administrative Designee

All staff in the School are responsible to the building Principal. Decisions about building procedures are the responsibility of the Principal, and questions about these matters are addressed to the Principal.

- a. Directs School staff to establish a schedule to meet with case manager or designee on a regular basis to maintain communication between building staff and Agency staff. Stresses need for School staff, Agency staff and parents to maintain frequent communication.
- b. Encourages and supports School and Agency staff in professional communication of concerns and questions relative to practices which will be in the best interest of the Student.
- c. Insures that the School nurse is aware of the medical needs of the Student, and can act in case of an emergency.

2. Parent

- a. The parent is the advocate for the Student's educational program and should communicate concerns about the School program directly to the classroom staff with further follow through to the building or School District supervisory staff if necessary.
- b. For students enrolled in a program which includes parent attendance (e.g., a parent-infant program with either in-home or in-center programming with parent instruction), it is the responsibility of the parent to be present when staff are providing programming instruction. The Agency staff may not serve as a parent substitute in such instances, unless the Student study team determines otherwise.

3. Teacher/Case Manager

- a. Is responsible for the direction of all classroom activities and for all persons working within the classroom setting.
- b. Is responsible for case management of the Student's educational program.
 - 1) Calls team meetings.
 - 2) Completes the Student's IFSP/IEP. Includes a statement of the nursing role in the School setting in the adaptations section (i.e., "One-to-one nursing care for health needs while on the bus, at school or educational community outings and additional educational support when medical needs have been met). Will also include school nursing as an indirect support service.
 - 3) Develops and implements the Student's daily schedule.
 - 4) Ensures appropriate support services, including related services, are delivered as identified on the IFSP/IEP.
 - 5) Responsible for defining and implementing interventions to manage behaviors which directly impact the Student's medical condition, in collaboration with Agency staff.
 - 6) Communicates directly with the parent regarding the Student's educational program. The teacher must avoid using the Agency staff as conduit for information as a substitute for direct communication with the parent.

- c. The teacher is responsible for informing other students and their parents (if appropriate) in the class, of the Student's need for service, and the role of the staff. Discussing such plans with a representative of the Agency is good professional practice.
- d. Foster appropriate communication between nursing staff and educational staff.
- e. Maintains confidentiality of information derived from parent. In those cases where it is the judgment of the teacher that it is in the interests of the Student for information to be shared with the Agency staff, parental permission will be obtained.
- f. Orients Agency staff to the building, phone use and appropriate building staff and emergency procedures.

4. Licensed School Nurse

- a. Is responsible for health services to all enrolled students.
- b. When a student is accompanied to School by staff from a community-based home care agency, the LSN's responsibility is to provide back-up/emergency nursing supports services. The LSN is not responsible for primary/direct nursing services.
- c. Is responsible to meet the Agency staff to review care plan and plan for its implementation in the School setting.
- d. Maintains confidentiality of information and obtains signed release of information for any medical information shared outside of the School setting.
- e. Orients Agency staff to nursing office, use of phone and any emergency equipment or procedures.
- f. Attends team meetings, IFSP/IEP as appropriate or requested by case manager.
- g. Obtains care plan from Agency case manager (at the beginning of the school year and whenever the plan is changed) and reviews this with the IEP case manager or designee. This care plan is placed in the Student's health record.

5. Home Care Agency

The role of the Agency staff is to attend to the medical need of the students, to assist School staff and students in understanding those needs, and to work cooperatively with School staff for the benefit of the Student.

- a. Provides name, address and telephone number of Agency and case manager name and telephone number. Also will provide a certificate of liability insurance naming School as additional insured and including general liability, automobile liability, professional error/omissions, and worker's compensation and employers' liability.
- b. Agency will provide notice to School District within 30 days should liability insurance be terminated during the agreement.
- c. Provides license and background checks for all Agency nursing staff working in the School District, providing a copy to the School District.
- d. Provides identification to be worn by Agency staff that indicates name and licensure.
- e. Agency nurses are responsible for the Student's nursing care in all School settings, including transportation, School site, and all educational community outings.
- f. The Agency case manager or designee provides care plan at the beginning of the school year and whenever changes are made to the plan. Keeps School nurse informed in writing of any changes in procedures or health status.

- g. Clearly describes behaviors that require medical attention. School staff as much as possible should deal with other behaviors. Questions will sometimes arise about relative Agency vs. School staff responsibility. In such situations, open discussion and problem solving should occur immediately.
- h. Make every attempt to insure suctioning and other medical services are as non-disruptive as possible.
- i. Responsible to assist only those students on their caseload. Insurance does not cover their involvement with other students; however, the individual in accordance with responsible professional practice and scope of license will assist any person, student or staff, in a medical crisis situation.
- j. Maintains confidentiality of information received from parent. In those cases where it is the judgment of the Agency staff that it is in the interests of the Student for information to be shared with School staff, parental permission will be obtained.
- k. Maintains confidentiality of information learned in the classroom, especially as it relates to students not in their care.
- l. Provide for substitutes when needed.
- m. The primary role of the Agency staff is to attend to the medical needs of the Student. Assistance by Agency staff in educational activities is determined on an individual case basis.
- n. When medical needs have been met and it is determined that educational support is needed, the Agency staff will:
 - 1) Involve the Student in activities planned and prepared by the teacher.
 - 2) Assist the Student to access the different educational settings.
 - 3) Assist the Student in non-academic activities and settings (toileting, lunchroom, recess).
 - 4) Assist the Student to access and use augmentative communication devices or assistive technology.

B. GENERAL PRINCIPLES OF COMMUNICATION AND COOPERATION BETWEEN SCHOOL AND COMMUNITY-BASED HOME CARE AGENCIES

- 1. If either School or Agency staff have concerns or questions about specific situations or about either the educational program or the nursing service, they should communicate directly with the professional staff involved in the situations. Meetings of the Student's IEP team can be a good vehicle for such communication. If concern or questions cannot be resolved at that level, mutual consideration and respect, professional judgment and policies of the involved agencies should determine to whom questions and concerns are referred.
- 2. Confidentiality must be a priority for all persons involved in a student's program. Information (e.g., medical findings, educational progress, etc.) should be shared first with the parent, subsequently with others only if parent consent is obtained.
- 3. Staff, parents and other adults should not share information or have discussions about the Student in his/her presence, unless there is mutual agreement that it will be of benefit for the Student to be an active participant in the process.
- 4. Invitation for Agency staff, or other persons, to attend IFSP/IEP or other educational conferences may be made by parent or School staff, following due process procedures. Attendance of any individual should be for the purposes of assisting in the educational process.

5. In the event of a conflict:
 - a. The School staff will inform the School nurse and principal of their concerns.
 - b. The School nurse will contact lead nurse or special education director at the Educational Service Center.
 - c. The lead nurse or Special Education Director will assess and contact the Agency.
 - d. If the Agency nurse has a conflict, she will contact her supervisor, and the supervisor will contact the lead nurse or Special Education Director.

C. INDEMNIFICATION

Agency agrees to indemnify and hold harmless School District and its directors, officers, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of Agency, its directors, officers, employees or agents under this Agreement only.

School District agrees to indemnify and hold harmless Agency and its directors, officers, shareholders, employees and agents from and against any and all claims, actions or liabilities, which may be asserted against them by third parties in connection with the negligent performance of School District, its directors, officers, employees, contractors or agents under this Agreement.

D. Insurance.

1. **Agency** will maintain general liability and professional liability coverage for \$1.5 Million for any negligent acts or omissions of **Agency** employees, which may give rise to liability under this Agreement.
2. **Agency** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.
3. **Agency** will provide notice to School District within 30 days should insurance covered be terminated during this Agreement.

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 Sixth day of October in the year Two Thousand Twenty-Three

(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)

AVM Construction LLC
132 Hardman Court
South St. Paul, MN 55075

for the following Project:

(Name, location and detailed description)

2024 Barton Elementary School Chiller Replacement
Barton Elementary School
4237 Colfax Avenue S.
Minneapolis, MN 55409

The Architect:

(Name, legal status, address and other information)

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

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.

[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

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

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

(Paragraph Deleted)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Paragraph Deleted)

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

(Paragraph Deleted)

5% (five percent)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

(Paragraph Deleted)

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

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

§ 5.2 Final Payment

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

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

- .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

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Litigation in a court of competent jurisdiction

Other (*Specify*)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Minneapolis Public Schools
Don Bielinski
1250 West Broadway Avenue
Minneapolis, MN 55411

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

Michelle L. Biggs
CEO
AVM Construction LLC
132 Hardman Court
South St. Paul, MN 55075

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

§ 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

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User Notes:

(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)

Michelle L. Biggs / CEO

(Printed name and title)

Init.

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 11:49:58 CT on 10/06/2023.

PAGE 1

AGREEMENT made as of the Sixth day of October in the year Two Thousand Twenty-Three

...

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

...

AVM Construction LLC
132 Hardman Court
South St. Paul, MN 55075

...

2024 Barton Elementary School Chiller Replacement
Barton Elementary School
4237 Colfax Avenue S.
Minneapolis, MN 55409

...

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

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

[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~~dates are defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

...

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

...

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

...

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

...

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

...

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

...

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

...

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

...

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

...

(Identify each allowance.)

...

Item Price

...

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

...

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

...

Item Units and Limitations Price per Unit (\$0.00)

...

§ 4.5 Liquidated damages, if any: ~~damages~~

PAGE 4

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

...

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

...

Owner.

...

§ 4.6 Other:

...

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

...

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

...

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

...

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

...

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

PAGE 5

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

...

5% (five percent)

...

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

...

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

...

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

Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

...

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

...

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

PAGE 6

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

...

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

...

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

...

(Insert rate)

...

§ 5.4 Prompt Payment to Subcontractors

...

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

...

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

...

§ 6.1.1 Mediation

...

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

...

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

...

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

...

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

PAGE 7

[] Litigation in a court of competent jurisdiction

...

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

...

Minneapolis Public Schools

Don Bielinski
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Michelle L. Biggs
CEO
AVM Construction LLC
132 Hardman Court
South St. Paul, MN 55075

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, , 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 11:49:58 CT on 10/06/2023 under Order No. 4104240957 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

Don Bielinski
Digitally signed by Don Bielinski
DN: cn=US,
e=Donald.Bielinski@mpls.k12.mn.us,
ou=Minneapolis Public Schools, OU=CPCM,
cn=Don Bielinski
Reason: I agree to specified portions of this
document
Date: 2023.10.06 13:06:13 -0500

(Signed)

Project Manager

(Title)

10/06/2023

(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 **Sixth** day of **October** in the year **Two Thousand Twenty-Three** (In words, indicate day, month and year.)

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

2024 Barton Elementary School Chiller Replacement
Barton Elementary School
4237 Colfax Avenue South
Minneapolis, MN 55409

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)

AVM Construction LLC
132 Hardman Court
South St. Paul, MN 55075

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 A201TM-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.

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.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

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

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

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

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

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

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

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

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

Init.
/

§ 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.

Init.

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

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

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

§ A.3.2.2 Commercial General Liability

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

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

Init.

- .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

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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 this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1 as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Full contract value
Performance Bond	Full contract value

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

None

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.

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Sixth day of October in the year Two Thousand Twenty-Three

...

2024 Barton Elementary School Chiller Replacement
Barton Elementary School
4237 Colfax Avenue South
Minneapolis, MN 55409

...

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

...

AVM Construction LLC
132 Hardman Court
South St. Paul, MN 55075

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$)~~ each occurrence, ~~(\$)~~ general aggregate, and ~~(\$)~~ aggregate for products completed operations hazard, as defined is ECH-C Owner Insurance, providing coverage for claims including

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

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

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

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

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

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

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

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

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

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate as defined in EXH-C Owner Insurance.~~
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If Professional Liability Insurance is required as part of this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

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

~~(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.) A.3.3.1 as defined in EXH-C Owner Insurance.~~

~~[] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)~~

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

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

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

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

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

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

...

Payment Bond

Full contract value

Performance Bond

Full contract value

...

None



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

2024 Barton Elementary School Chiller Replacement
Barton Elementary School
4237 Colfax Avenue South
Minneapolis, MN 55409

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

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ADDITIONS AND DELETIONS:

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferrable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for **AIA® Document A201® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:52:05 CT on 10/06/2023.

PAGE 1

2024 Barton Elementary School Chiller Replacement
Barton Elementary School
4237 Colfax Avenue South
Minneapolis, MN 55409

...

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

...

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

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 11:52:05 CT on 10/06/2023 under Order No. 4104240957 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Don Bielinski

Digitally signed by Don Bielinski
DN: c=US,
E=Donald.Bielinski@rpsk.k12.mi.us,
OU=Michigan Public Schools, OU=CPCM,
CN=Don Bielinski
Reason: I agree to specified portions of this
document
Date: 2023.10.06 13:10:34-0507

(Signed)

Project Manager

(Title)

10/06/2023

(Dated)



AIA® Document E203® – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the Sixth day of October in the year Two Thousand Twenty-Three is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

(Name and location or address of the Project)

2024 Barton Elementary School Chiller Replacement
Barton Elementary School
4237 Colfax Avenue South
Minneapolis, MN 55409

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.

§ 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 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

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.

waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 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 .

§ 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. 3.

§ 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.

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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	Applicable	MPS Central Files
Project communications	Applicable	MPS Central Files
Architect’s pre-construction submittals	Applicable	MPS Central Files
Contract Documents	Applicable	MPS Central Files
Contractor’s submittals	Applicable	Contractor/Architect
Subcontractor’s submittals	Applicable	Contractor/Architect
Modifications	Applicable	Architect
Project payment documents	Applicable	MPS Central Files
Notices and claims	Applicable	MPS Central Files
Building Information Modeling	Applicable	Architect
All other construction related documents	Applicable	Contractor

§ 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.

MPS Central files are the digital project files kept on the MPS server

§ 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.

Init.

§ 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.)

(Paragraph deleted)

§ .

§ 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.

§ 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, 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, 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 d 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
Contractor

Project Milestone
Project Construction begins

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
Project design	Architect

§ 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.

Authorized users of the model are defined in Article 7 of the AIA B10I agreement

§ 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 Exhibit B Project Milestones & Deliverables of the AIA B10I agreement

§ 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.)*

Init.

§ 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.)

None

(Paragraph deleted)

§ .

§ 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, 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 to agreed-upon reference datum
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions as defined in the MPS Revit and Drafting Standards document.
- .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.)*

Project participants responsible for the model shall use the MPS Revit template and comply with MPS Revit and Drafting standards.

Init.

§ 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:

Transmit to MPS the model in PDF, Revit and AutoCAD

§ 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 Spacc 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 by the Owner. Floor plans shall be provided in PDF and AutoCAD formats.

ARTICLE 5 OTHER TERMS AND CONDITIONS

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

As part of Basic Services, the Architect shall provide the Owner with Revit files that were created for the project. The files shall include the as-designed project.

init.

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 11:54:16 CT on 10/06/2023.

PAGE 1

This Exhibit dated the Sixth day of October in the year Two Thousand Twenty-Three is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

2024 Barton Elementary School Chiller Replacement
Barton Elementary School
4237 Colfax Avenue South
Minneapolis, MN 55409

...

§ 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-Project.~~

...

§ 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.

PAGE 2

§ 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.~~

...

§ 1.4.6 **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 G202-2013.3.~~

PAGE 3

Project Agreements and Modifications	Applicable	MPS Central Files
--------------------------------------	------------	-------------------

Project communications	<u>Applicable</u>	<u>MPS Central Files</u>
Architect's pre-construction submittals	<u>Applicable</u>	<u>MPS Central Files</u>
Contract Documents	<u>Applicable</u>	<u>MPS Central Files</u>
Contractor's submittals	<u>Applicable</u>	<u>Contractor/Architect</u>
Subcontractor's submittals	<u>Applicable</u>	<u>Contractor/Architect</u>
Modifications	<u>Applicable</u>	<u>Architect</u>
Project payment documents	<u>Applicable</u>	<u>MPS Central Files</u>
Notices and claims	<u>Applicable</u>	<u>MPS Central Files</u>
Building Information Modeling	<u>Applicable</u>	<u>Architect</u>
All other construction related documents	<u>Applicable</u>	<u>Contractor</u>

...

MPS Central files are the digital project files kept on the MPS server

PAGE 4

~~§ 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.~~

§ .

~~§ 3.3 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. protocols.~~

...

Following agreement to, and documentation of, the Digital Data protocols in ~~AIA Document G201-2013, protocols,~~ 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.

...

The Parties 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, protocols, 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.~~

...

Contractor

Project Construction begins

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.

...

Project design

Architect

§ 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.

Participants.

Authorized users of the model are defined in Article 7 of the AIA B101 agreement

...

Defined in Exhibit B Project Milestones & Deliverables of the AIA B101 agreement

PAGE 6

None

~~§ 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.~~

§.

...

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202-2013, protocols, 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.

...

- .1 Model origin point, coordinate system, precision, file formats and units. The model shall be accurately geo-located to agreed-upon reference datum

...

- .4 Naming conventions as defined in the MPS Revit and Drafting Standards document.

...

Project participants responsible for the model shall use the MPS Revit template and comply with MPS Revit and Drafting standards.

PAGE 7

Transmit to MPS the model in PDF, Revit and AutoCAD

...

§ 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	

...

As part of Basic Services, the Architect shall produce wayfinding floor plans for use by the Owner. Floor plans shall be provided in PDF and AutoCAD formats.

...

As part of Basic Services, the Architect shall provide the Owner with Revit files that were created for the project. The files shall include the as-designed project.

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 11:54:16 CT on 10/06/2023 under Order No. 4104240957 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

Don Bielinski

Digitally signed by Don Bielinski
DN: c=US, e=Don@donbielinski.com, ou=Metropolitan Public Schools, ou=CPCM, cn=Don Bielinski
Reason: I agree to specified portions of this document
Date: 2023.10.06 13:15:59 -0700

(Signed)

Project Manager

(Title)

10/06/2023

(Dated)

Exhibit B – Project Charter

2024 Barton Elementary School Chiller Replacement

OP 24-2402

Description

Chiller replacement and reroofing at Barton Elementary School, located at 4237 Colfax Avenue South, Minneapolis, MN 55409, per the project plans and specifications prepared by Wold Architects and Engineers.

Contract Sum

The Contract Sum shall be \$623,200.00

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

MPS Project Number: 23BART004

Project Name: 2024 Barton Elementary School Chiller Replacement

School: Barton Elementary School

Address: 4237 Colfax Avenue South

Minneapolis, MN 55409

OP#: 24-2402

Description

Chiller replacement and reroofing at Barton Elementary School, located at 4237 Colfax Avenue South, Minneapolis, MN 55409, per the project plans and specifications prepared by Wold Architects and Engineers.

Schedule

Per project spec section 01 11 00 summary of work.

Substantial Completion

The Chiller Replacement Work will be substantially complete on or before March 15, 2024.

The Reroofing Work will be substantially complete on or before July 22, 2024.

Portion of Work (use this if multiple completion/milestone dates)

Portion of Work	Substantial Completion Date
Chiller Replacement	On or Before March 15, 2024
Reroofing Work	On or before July 22, 2024

AGREEMENT FOR SERVING MEDICALLY FRAGILE CHILDREN IN THE SCHOOL SETTING

This Agreement, entered into this September 7, 2023 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the “School District”), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Bayada (“Agency”), 3033 Campus Drive, Suite E280, Plymouth, MN 55441.

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided, one nurse to one student on the bus, at school and for school-related outings.

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, tracheostomy care, gastrostomy care and medication administration.

NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the described services to:
 - a. IL (“Student”) at Elementary (“School”) and on the bus to and from School.
2. The Agency shall provide the following services:
 - a. A qualified nurse to provide nursing care for the Student to participate in his/her educational program as determined by the educational team. The contracted nursing services will be provided consistent with physician’s orders and an agency-developed plan of care.
 - b. Furnish plan of care for each student to the Licensed School Nurse at the Student’s school at the beginning of the Agreement and whenever there is a care plan change.
 - c. Nurses will be within eye sight of the Student at all times.
 - d. Nurses will assist the Student in performing educational activities under the direction of the classroom teacher when medical needs have been met.
 - e. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
 - f. The Agency will not send student nurses to this assignment.
 - g. The Agency will maintain all documentation of care given and will provide copies to the School District if requested.
3. The service will begin on September 7, 2023 and shall not extend beyond August 1, 2024
4. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for Student attendance days. The rate of pay shall be **\$ 72.00** per hour for RN and **\$62.00** per hour for LPN coverage. All payments will be provided to the Agency within 30 days of service.
5. The School District shall monitor the services of the Agency as follows:
 - a. The Special Education department (attn: Jessica Moryn) for the School District shall receive copies of all invoices for payment.
 - b. The Health Service Coordinator (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall receive copies of required items in Section 2.e above.
 - c. The nurse at School shall receive copies of health care plans as specified in Section 1.b. above.
6. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
7. The School District shall not request the Agency nurse to provide medical services of any type to any other students, staff, or visitors.
8. Either party may terminate this Agreement with a four-week written notice.

GUIDELINES FOR SERVING MEDICALLY FRAGILE CHILDREN

IN THE SCHOOL SETTING

A. ROLES AND RESPONSIBILITIES

1. Principal/Administrative Designee

All staff in the School are responsible to the building Principal. Decisions about building procedures are the responsibility of the Principal, and questions about these matters are addressed to the Principal.

- a. Directs School staff to establish a schedule to meet with case manager or designee on a regular basis to maintain communication between building staff and Agency staff. Stresses need for School staff, Agency staff and parents to maintain frequent communication.
- b. Encourages and supports School and Agency staff in professional communication of concerns and questions relative to practices which will be in the best interest of the Student.
- c. Insures that the School nurse is aware of the medical needs of the Student, and can act in case of an emergency.

2. Parent

- a. The parent is the advocate for the Student's educational program and should communicate concerns about the School program directly to the classroom staff with further follow through to the building or School District supervisory staff if necessary.
- b. For students enrolled in a program which includes parent attendance (e.g., a parent-infant program with either in-home or in-center programming with parent instruction), it is the responsibility of the parent to be present when staff are providing programming instruction. The Agency staff may not serve as a parent substitute in such instances, unless the Student study team determines otherwise.

3. Teacher/Case Manager

- a. Is responsible for the direction of all classroom activities and for all persons working within the classroom setting.
- b. Is responsible for case management of the Student's educational program.
 - 1) Calls team meetings.
 - 2) Completes the Student's IFSP/IEP. Includes a statement of the nursing role in the School setting in the adaptations section (i.e., "One-to-one nursing care for health needs while on the bus, at school or educational community outings and additional educational support when medical needs have been met). Will also include school nursing as an indirect support service.
 - 3) Develops and implements the Student's daily schedule.
 - 4) Ensures appropriate support services, including related services, are delivered as identified on the IFSP/IEP.
 - 5) Responsible for defining and implementing interventions to manage behaviors which directly impact the Student's medical condition, in collaboration with Agency staff.
 - 6) Communicates directly with the parent regarding the Student's educational program. The teacher must avoid using the Agency staff as conduit for information as a substitute for direct communication with the parent.

- c. The teacher is responsible for informing other students and their parents (if appropriate) in the class, of the Student's need for service, and the role of the staff. Discussing such plans with a representative of the Agency is good professional practice.
- d. Foster appropriate communication between nursing staff and educational staff.
- e. Maintains confidentiality of information derived from parent. In those cases where it is the judgment of the teacher that it is in the interests of the Student for information to be shared with the Agency staff, parental permission will be obtained.
- f. Orients Agency staff to the building, phone use and appropriate building staff and emergency procedures.

4. Licensed School Nurse

- a. Is responsible for health services to all enrolled students.
- b. When a student is accompanied to School by staff from a community-based home care agency, the LSN's responsibility is to provide back-up/emergency nursing supports services. The LSN is not responsible for primary/direct nursing services.
- c. Is responsible to meet the Agency staff to review care plan and plan for its implementation in the School setting.
- d. Maintains confidentiality of information and obtains signed release of information for any medical information shared outside of the School setting.
- e. Orients Agency staff to nursing office, use of phone and any emergency equipment or procedures.
- f. Attends team meetings, IFSP/IEP as appropriate or requested by case manager.
- g. Obtains care plan from Agency case manager (at the beginning of the school year and whenever the plan is changed) and reviews this with the IEP case manager or designee. This care plan is placed in the Student's health record.

5. Home Care Agency

The role of the Agency staff is to attend to the medical need of the students, to assist School staff and students in understanding those needs, and to work cooperatively with School staff for the benefit of the Student.

- a. Provides name, address and telephone number of Agency and case manager name and telephone number. Also will provide a certificate of liability insurance naming School as additional insured and including general liability, automobile liability, professional error/omissions, and worker's compensation and employers' liability.
- b. Agency will provide notice to School District within 30 days should liability insurance be terminated during the agreement.
- c. Provides license and background checks for all Agency nursing staff working in the School District, providing a copy to the School District.
- d. Provides identification to be worn by Agency staff that indicates name and licensure.
- e. Agency nurses are responsible for the Student's nursing care in all School settings, including transportation, School site, and all educational community outings.
- f. The Agency case manager or designee provides care plan at the beginning of the school year and whenever changes are made to the plan. Keeps School nurse informed in writing of any changes in procedures or health status.

- g. Clearly describes behaviors that require medical attention. School staff as much as possible should deal with other behaviors. Questions will sometimes arise about relative Agency vs. School staff responsibility. In such situations, open discussion and problem solving should occur immediately.
- h. Make every attempt to insure suctioning and other medical services are as non-disruptive as possible.
- i. Responsible to assist only those students on their caseload. Insurance does not cover their involvement with other students; however, the individual in accordance with responsible professional practice and scope of license will assist any person, student or staff, in a medical crisis situation.
- j. Maintains confidentiality of information received from parent. In those cases where it is the judgment of the Agency staff that it is in the interests of the Student for information to be shared with School staff, parental permission will be obtained.
- k. Maintains confidentiality of information learned in the classroom, especially as it relates to students not in their care.
- l. Provide for substitutes when needed.
- m. The primary role of the Agency staff is to attend to the medical needs of the Student. Assistance by Agency staff in educational activities is determined on an individual case basis.
- n. When medical needs have been met and it is determined that educational support is needed, the Agency staff will:
 - 1) Involve the Student in activities planned and prepared by the teacher.
 - 2) Assist the Student to access the different educational settings.
 - 3) Assist the Student in non-academic activities and settings (toileting, lunchroom, recess).
 - 4) Assist the Student to access and use augmentative communication devices or assistive technology.

B. GENERAL PRINCIPLES OF COMMUNICATION AND COOPERATION BETWEEN SCHOOL AND COMMUNITY-BASED HOME CARE AGENCIES

- 1. If either School or Agency staff have concerns or questions about specific situations or about either the educational program or the nursing service, they should communicate directly with the professional staff involved in the situations. Meetings of the Student's IEP team can be a good vehicle for such communication. If concern or questions cannot be resolved at that level, mutual consideration and respect, professional judgment and policies of the involved agencies should determine to whom questions and concerns are referred.
- 2. Confidentiality must be a priority for all persons involved in a student's program. Information (e.g., medical findings, educational progress, etc.) should be shared first with the parent, subsequently with others only if parent consent is obtained.
- 3. Staff, parents and other adults should not share information or have discussions about the Student in his/her presence, unless there is mutual agreement that it will be of benefit for the Student to be an active participant in the process.
- 4. Invitation for Agency staff, or other persons, to attend IFSP/IEP or other educational conferences may be made by parent or School staff, following due process procedures. Attendance of any individual should be for the purposes of assisting in the educational process.

5. In the event of a conflict:
 - a. The School staff will inform the School nurse and principal of their concerns.
 - b. The School nurse will contact lead nurse or special education director at the Educational Service Center.
 - c. The lead nurse or Special Education Director will assess and contact the Agency.
 - d. If the Agency nurse has a conflict, she will contact her supervisor, and the supervisor will contact the lead nurse or Special Education Director.

C. INDEMNIFICATION

Agency agrees to indemnify and hold harmless School District and its directors, officers, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of Agency, its directors, officers, employees or agents under this Agreement only.

School District agrees to indemnify and hold harmless Agency and its directors, officers, shareholders, employees and agents from and against any and all claims, actions or liabilities, which may be asserted against them by third parties in connection with the negligent performance of School District, its directors, officers, employees, contractors or agents under this Agreement.

D. Insurance.

1. **Agency** will maintain general liability and professional liability coverage for \$1.5 Million for any negligent acts or omissions of **Agency** employees, which may give rise to liability under this Agreement.
2. **Agency** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.
3. **Agency** will provide notice to School District within 30 days should insurance covered be terminated during this Agreement.

**FIRST AMENDMENT AMD-14285 TO CONTRACT MAS-13644 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND FRONTIER TRANSPORTATION
SERVICES LLC**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Frontier Transportation Services LLC, dated December 1, 2023 ("Contract") is made and entered into by and between Special School District No. 1 ("District") and Frontier Transportation Services LLC ("Contractor") (collectively "parties").

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law ("District") and Frontier Transportation Services LLC ("Contractor") entered into a contract titled Student Transportation for a period between 12/1/2023 through 6/30/2027 ("Contract"), and

WHEREAS, the Parties now desire to amend the contract;

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

Section 3.1 of the Contract shall be amended to read to add \$1,500,000.

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Frontier Transportation Services LLC

By: Falmata Bedasso

Name: Falmata Bedasso

Title: CEO

Date: 10/19/23

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Whelan Security Co., dba GardaWorld Security Services**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Whelan Security Co., dba GardaWorld Security Services dated 11/14/2023 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Whelan Security Co., dba GardaWorld Security Services ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Whelan Security Co., dba GardaWorld Security Services ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 10/1/2022 through 12/30/2023 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: ~~MA~~-13078

1. *Original contract amount:* \$430,000.00
2. *Accumulative contract amount:* \$620,000.92

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

Section: Exhibit A and Section 3.

Description: Section: Mobile patrol services will be added to current contract for Security Officers and Supervisors providing security services throughout the district.

Description: Security Mobile Patrol will be provided throughout the district Monday through Friday, between the hours of 6:00am and 10:00 pm and any additional coverage as requested. Security personnel will follow procedures within their post orders that will be written in partnership with MPS and the security provider. Scope of work will be 1 roving mobile patrol officer.

3.1 The consideration for all services (and goods, if any) performed or supplied by the Contractor under this Contract shall be paid by the District as follows. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$620,000.92 The contractor shall not receive any additional reimbursement for material or subsistence expenses incurred in the performance of this Contract.

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

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Ryan**

Title: Assistant to the Superintendent & Board

Date: _____

Whelan Security Co., dba GardaWorld Security Services:

Signature: *Luke Hutsell* _____

Name: **Luke Hutsell**

Title: **Regional Vice President**

Date: **Oct 5, 2023** _____



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Heartland Business Systems, LLC “Contractor” (collectively “parties”) to provide Switch and Wireless Refresh (ERATE) to Minneapolis Public Schools.

TERM OF CONTRACT

- 1.1 This Contract is effective on 11/14/2023 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2024, 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, provided that Contractor shall make best efforts to reduce timeline impact when Contractor’s performance is delayed due to the actions of a third-party provider, District, or District’s vendors or subcontractors. Contractor agrees to make best efforts to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 Total Obligation

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$1,917,830.79. Contractor shall not receive

any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 60 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 Taxes.

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

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

3.4 Fund Availability; Federal Funds Contingency.

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

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

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

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

- 13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.
- 13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the negligent, intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District. However, under no circumstances shall Contractor's total aggregate liability for indemnification, defense and hold harmless exceed Contractor's insurance coverage in the amount of three million dollars.

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

18 TERMINATION

- 18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Subject to the requirements of Section 2.1, late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.
- 18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the 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. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Information Technology
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

Heartland Business Systems, LLC
Phone: (920) 788-7720
Address: 1700 Stephen Street, P. O. Box 347, Little Chute, WI
54140
Attention: Legal Department
Email: legal@hbs.net

ACKNOWLEDGMENT

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

- 21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

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

23 ASSIGNMENT

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

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- 24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract, together with Contractor's Standard Terms and Conditions, constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. In the event of any direct conflict between this Contract and Contractor's Standard Terms and Conditions, this Contract shall control. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

- 25.1 Any hardware, software, or parts sold to District may be subject to a warranty made by the manufacturer or other third party to District and, if so, the terms and conditions of such warranty are embodied in other documents. District acknowledges that Contractor is not a party to any such warranty, and that any rights or remedies that District may have pursuant to said warranty are against the manufacturer or other third party directly and is not assertible against the Contractor. 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 provided under this Contract are free from defects in workmanship.

25.2 The applicable warranty information is set forth at <https://www.cisco.com/c/en/us/products/warranty-listing.html>

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Justin Hennes

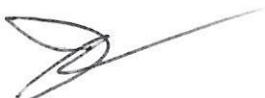
(Printed)

Title: Senior Information Officer

Date: _____

HEARTLAND BUSINESS SYSTEMS, LLC

Signature:



Name: Jonathan Groh

(Printed)

Title: Staff

Attorney

Date: 11-7-2023

Exhibit A:

Deliverables:

All products/services as outlined in Quote #290653 v5

Service Outcome:

Per Quote #290653 v5

Method of Evaluation:

Leadership Evaluation

[The remainder of this page intentionally left blank.]

Statement of Work

Minneapolis Public School District

SWITCH AND WIRELESS REFRESH

SOW Prepared By:

Rob Williams

Solution Consultant
Heartland Business Systems, LLC
Phone: (612) 276-6363
rwilliams@hbs.net

Gabe Miller

Engineering Services Manager
Heartland Business Systems, LLC
Phone: (417) 294-5587
gmiller@hbs.net

Chris Thurman

PMO Director
Heartland Business Systems, LLC
Phone: (920) 687-4725
cthurman@hbs.net



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for Minneapolis Public School District (hereinafter referred to as “Customer Abv.” or “Customer”).

HBS is partnering with Minneapolis Public School District to help with the implementation of their new Cisco wired and wireless equipment. HBS will employ a Subcontractor for physical installation of wireless equipment and cutovers.

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

Timeline

This project is expected to take up to 16 weeks to complete from project kickoff. Timeline is dependent on equipment availability and customer outage windows. If an extension to the project timeline is required, the parties shall utilize the Change Order process.

Locations

Locations for the installation of wireless access points include:

- Nutrition – 11 access points
- Transportation – 12 access points
- Stadium View – 12 access points
- Trades – 18 access points
- Northstar – 18 access points
- Roosevelt – 131 access points
- Lind – 50 access points
- Olson – 49 access points
- Cityview – 63 access points
- Armatage – 46 access points
- Lake Harriet Upper – 52 access points
- Lake Harriet Lower – 41 access points

In Scope

Network Switch Installation

Customer has engaged HBS to provide a switching technology refresh of their existing access layer switching in their current environment. Customer has purchased (77) seventy-seven Cisco Catalyst 9300X 48-port switches. Customer expects that HBS will review a sample of existing configurations for access layer switches and develop a “Golden configuration” template to be used to deploy switches included in this scope. HBS will utilize switching templates and existing configurations to apply configuration to new switches. Customer will physically replace the Catalyst switches and address copper/fiber patching. All work by HBS to be performed remotely.

- Planning – staging, review configuration



- Review existing subnet/VLAN design
- Develop “Best-practices Golden Configuration” for access layer switches
 - HBS will review a sample (5) five access layer closets to develop a “Golden-configuration”
 - Use “Golden-configuration” template and migrate the remaining switch configurations to the new hardware
- Create configurations for all other switches
- Plan cutover and maintenance window where applicable
- Review final network design for customer signoff
- Device Preparation
 - Customer to unbox and stage network equipment
 - HBS will Stage configuration
 - Configure switches based on “Best-Practices Golden Configuration” developed by HBS and client
- Installation
 - Rack equipment and cutover (Customer)
 - *All work to be completed during normal business hours*
 - *If HBS is needed during cutovers and/or required afterhours, the change control process may be used to adjust timelines and budget*
- Validation
 - Customer to Test basic network connectivity
 - Customer to Verify uplinks are operational
- Documentation
 - Document installed equipment
 - Provide documentation spreadsheet of all installed hardware/software systems
 - Provide customer with knowledge transfer of network configuration including answering questions on configuration

Wireless Implementation

HBS will physically up to replace (503) Five Hundred and Three Cisco Catalyst 9164I wireless access points. Access points will replace existing access points and cabling in place currently will be utilized. HBS will import and configure up to (503) Four Thousand and Five Hundred Cisco Catalyst 9164I wireless access points into customers Cisco Catalyst Wireless Lan Controllers. Customer expects at the completion of this project (503) new wireless access points to be connected to new Cisco Catalyst 9800 virtual controllers and configured to match their existing wireless deployment. HBS will leverage Hardwire (sub-contractor) to mount access points, all work by HBS will be performed remotely.

- Deliverables
 - The following deliverables will be created on a per-building basis
 - Map of floor plan(s) with AP placements
 - Configuration of Cisco Catalyst 9800 virtual Wireless Controllers
 - Configuration of (503) wireless access points
- Wireless Documentation
 - HBS will require CUSTOMER provide current statement placement drawings prior to starting the design process
 - Customer and HBS to develop naming conventions for (new) wireless access points
 - Review of each building
 - Update AP placement drawings with updated AP names



- **Wireless Implementation**
 - Review of current WLC configuration
 - Install virtual wireless controllers
 - Customer to provide virtual environment based on manufacturers requirements – HBS to provide requirements to customer
 - Upgrade WLCs to latest recommended firmware
 - Work with customer to ensure new WLCs are licensed appropriately
 - Configure virtual network connections for vWLCs
 - Configure WLCs per best practices
 - Migration of base configuration to new WLC
 - Form mobility pair between existing and new virtual controllers
 - HBS recommends common version of code trains
 - Join one (1) new access point to new WLC and test all SSIDs
 - Access point installation
 - Installation will be performed during normal business hours for the following locations:
 - Nutrition
 - Transportation
 - Stadium View
 - Trades
 - Northstar
 - Installation will be performed after normal business hours for the following locations:
 - Roosevelt
 - Lind
 - Olson
 - Cityview
 - Armatage
 - Lake Harriet Upper
 - Lake Harriet Lower
 - HBS will physically replace each (503) access point
 - HBS will import access point into wireless controller
 - HBS will configure access point
 - HBS/Customer will validate installation
 - HBS will need a local site contact to test all SSIDs on school district equipment.
 - HBS engineers will be remote during access point migrations.
 - Validation of the implemented solution
 - Documentation & Knowledge Transfer
- **Knowledge Transfer**
 - Knowledge Transfer will be performed as a single group training per technology
 - Knowledge transfer will take an estimated 2 hours per technology (routing, switching and wireless)

Out of Scope

Any work or material not specifically identified in this document is not included in this Agreement. The out of scope items shall include:



- Ongoing software upgrades of switching hardware and wireless LAN controllers following initial deployment
- Ongoing software upgrades following initial deployment
- Disposal/recycling of old network equipment unless explicitly stated in In Scope objectives
- End-point device migration or device IP addressing unless explicitly stated in In Scope objectives
- Reconfiguring of existing network devices such as router, switches, firewalls or wireless not explicitly stated in this scope of work
- Additional server configuration for services such as DNS, DHCP
- Setup, installation or configuration of Network Management or Network Monitoring
- Configuration of current WLCs is expected to be already completed. Any additional changes or modifications outside of above scope will require a change order.
- Rental of lifts required for the mounting of access points other than what's explicitly stated in this scope of work

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Provide building access and escorts as needed
- All equipment will be received and stored by the customer
- Provide large staging area to prep equipment
- Assist in testing and validation solution
- Provide current state wireless drawings showing AP placement
- Provide access to Cisco smart portal
- Provide updated floor plans

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.



- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- FORCE MAJEURE. Seller’s performance hereunder shall be excused if such nonperformance or delay of performance is due to any cause beyond the reasonable control of Seller and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any force majeure occurrence shall allow Seller to extend the period for performance for the duration of the delay or to terminate such performance. Extensions will be handled through the change management process.
- Customer will assist with the design, testing and validation of the project deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Spreadsheet of all installed hardware/software systems
2	AP placement maps updated
3	Wireless information imported into wireless controller
4	Regular project status reports



Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to Minneapolis Public Schools.

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

Minneapolis Public Schools agrees to compensate HBS for providing the Deliverables as stated in the attached Quote.

Travel Expenses

Travel hours will be charged as Travel-Actual. Out of Market Engineers are allotted \$50/day for food. Hotels generally range from \$100-\$150/day. Flights are based on lowest cost, direct routes.

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

HBS Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.



Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Approval

An authorized signature indicates acceptance of all terms of this SOW. The individual signing warrants and represents that the individual is a duly authorized representative with full authority to enter into this Agreement on behalf of the individual's organization.

E-RATE 2023 - Cisco Networking - 470# 230021968

Quote #290653 v5

Prepared For:
Minneapolis Public Schools
 Jason Worwa
 1250 Broadway Avenue
 Minneapolis, MN 55411

Prepared By:
Heartland Business Systems
 Robert Williams
 1700 Stephen Street
 Little Chute, WI 54140

Date Issued:
10.26.2023
Expires:
12.31.2023

P: (612) 668-0082
E: JASON.WORWA@mpls.k12.mn.us

P: (612) 281-3230
E: rwilliams@hbs.net

APs with DNA Licenses		Price	Qty	Ext. Price
CW9164I-B	Catalyst 9164I AP (W6E, tri-band 4x4) w/Reg-B	\$794.15	253	\$200,919.95
SW9164-CAPWAP-K9	Capwap software for Catalyst 9164I	\$0.00	253	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	253	\$0.00
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	253	\$0.00
CDNA-A-C9164	Wireless Cisco DNA On-Prem Advantage, 9164 Tracking	\$0.00	253	\$0.00
DNA-A-5Y-C9164	C9164I Cisco DNA On-Prem Advantage,5Y Term,Trk Lic	\$0.00	253	\$0.00
AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	\$0.00	253	\$0.00
AIR-DNA-A-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term Lic	\$393.90	253	\$99,656.70
PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	253	\$0.00
PI-LFAS-AP-T-5Y	Pi Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	253	\$0.00
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	\$0.00	253	\$0.00
AIR-DNA-A-T-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term, Tracker Lic	\$0.00	253	\$0.00
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	\$0.00	253	\$0.00
D-DNAS-EXT-BUN-T	Cisco DNA Spaces Extend Term License for Cisco DNA	\$0.00	253	\$0.00
D-DNAS-EXT-BUN-5Y	Cisco DNA Spaces Extend for Cisco DNA - 5Year	\$0.00	253	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	253	\$0.00
CW9164I-MULTI	Minimum Quantity = 10 Minimum Quantity = 10	\$0.00	253	\$0.00
			Subtotal	\$300,576.65

APs No DNA Licenses		Price	Qty	Ext. Price
CW9164I-B	Catalyst 9164I AP (W6E, tri-band 4x4) w/Reg-B	\$794.15	250	\$198,537.50

APs No DNA Licenses		Price	Qty	Ext. Price
SW9164-CAPWAP-K9	Capwap software for Catalyst 9164I	\$0.00	250	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	250	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	250	\$0.00
CW9164I-DNA-OPTOUT	CISCO DNA SUBSCRIPTION OPTOUT for CW9164I CISCO DNA SUBSCRIPTION OPTOUT for CW9164I	\$0.00	250	\$0.00
CW9164I-MULTI	Minimum Quantity = 10 Minimum Quantity = 10	\$0.00	250	\$0.00
Subtotal				\$198,537.50

Controllers		Price	Qty	Ext. Price
C9800-CL-K9	Cisco Catalyst 9800-CL Wireless Controller for Cloud	\$0.00	2	\$0.00
CON-ECMUS-C9800CLC	SOLN SUPP SWSS Cisco Catalyst 9800-CL Wireless Controll - 5 YEAR	\$5,811.75	2	\$11,623.50
SC9800CLOVA K9-173	Cisco Catalyst 9800-CL Wireless Controller - VMware	\$0.00	2	\$0.00
LIC-C9800-DTLS-K9	Cisco Catalyst 9800 Series Wireless Controller DTL Cisco Catalyst 9800 Series Wireless Controller DTLS License	\$0.00	2	\$0.00
Subtotal				\$11,623.50

Switching		Price	Qty	Ext. Price
C9300X-48HX-A	Catalyst 9300 48-port mGig UPoE+, Network Advantage	\$6,357.73	77	\$489,545.21
CON-SSSNT-C9300XY4	SOLN SUPP 8X5XNBD Catalyst 9300 48-port mGig UPoE+, Networ	\$4,107.36	77	\$316,266.72
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	77	\$0.00
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	77	\$0.00
D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	77	\$0.00
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	77	\$0.00
TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	77	\$0.00
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	77	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	77	\$0.00
TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	77	\$0.00
C9300-SSD-NONE	No SSD Card Selected	\$0.00	77	\$0.00
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	\$0.00	77	\$0.00
C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	77	\$0.00

Switching		Price	Qty	Ext. Price
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	154	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	\$42.58	77	\$3,278.66
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$40.46	77	\$3,115.42
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	77	\$0.00
CON-SSTCM-C93A48	SOLN SUPP SW SUBC9300 DNA Advantage	\$437.45	77	\$33,683.65
C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$3,045.69	77	\$234,518.13
SFPs				
C9300X-NM-8Y	Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	\$1,085.89	77	\$83,613.53
SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL	\$0.00	77	\$0.00
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	77	\$0.00
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Sup	\$809.09	77	\$62,299.93
			Subtotal	\$1,226,321.25

Services		Price	Qty	Ext. Price
HBS-SUBCONTRACT OR	Installation Fees SCOPE: Provide all necessary labor for the installation of (503) new WAP device MATERIALS:: 65 Misc-hardware, tywraps, screws, etc. NOTES: Any work done outside of above Scope of work will be billed as a Change order * All wiring to provided and installed by others * Floor plans required for the location of all Existing and new WAP locations * Rack space must be available for the installation of all new Switches	\$65,738.89	1	\$65,738.89
HBS-FF-PROJECT	Fixed Fee Project - HBS as described in attached SOW	\$115,033.00	1	\$115,033.00
			Subtotal	\$180,771.89

Non-Returnable/Non-Refundable Language

Cisco/Meraki Note:

Effective January 30, 2022, Cisco Meraki will be aligning to the Cisco Order Cancellation Policy. All new Cisco and Meraki orders submitted for hardware, and any attached software, will be non-cancellable and cannot be modified starting 45 days prior to the current estimated ship date. Meraki license-only orders are not impacted by this policy change. Non-cancellable orders are not eligible for RMA credit and are not eligible for an RMA exception.

Quote Summary	Amount
APs with DNA Licenses	\$300,576.65
APs No DNA Licenses	\$198,537.50
Controllers	\$11,623.50
Switching	\$1,226,321.25
Services	\$180,771.89
Total:	\$1,917,830.79

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2022.v1.0

Acceptance

Heartland Business Systems

Minneapolis Public Schools

Robert Williams

Signature / Name

10/26/2023

Date

Signature / Name

Initials

Date

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

[The remainder of this page intentionally left blank.]

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
IDREAM TV**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and IDREAM TV dated 11/14/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and IDREAM TV (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and IDREAM TV (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 8/4/2023 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001707

1. *Original contract amount:* \$140,000
2. *Accumulative contract amount:* \$193,430

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

Section: Exhibit A and Section 3

Description: Production services for documentation and livestreaming of MFT/ESP bargaining sessions to include all necessary equipment and personnel for multi-cam switched visuals, audio recording, in-room audio reinforcement

District's total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed \$193,430 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the the performance of this Contract.

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

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

Title: Assistant to the Superintendent & Board

Date: _____

Click or tap here to enter text.:

Signature: *Edith K. French*

Name: EDIE French

Title: President & CEO

Date: 10/31/23

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Insight Public Sector**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **Insight Public Sector** dated 11/14/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **Insight Public Sector** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **Insight Public Sector** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2023 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001757

1. *Original contract amount:* \$538,868.21
2. *Accumulative contract amount:* \$702,251.45

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

Section: 3.1 Total Obligation (for the addition of Microsoft 365 A3 – subscription licenses – quantity of 4,546 in the amount of \$35.94 each)

Description: District’s total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed \$702,251.45. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Justin Hennes

Title: Senior Information Officer

Date: _____

Insight Public Sector:

Signature: *Lisanne Steinheiser*

Name: Lisanne Steinheiser

Title: Global Compliance Officer

Date: 11/2/2023

Insight (for Microsoft) AMD for signatures

Final Audit Report

2023-11-02

Created:	2023-11-02
By:	AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAARl4SI_UOVQB5jVkvrcf6LjluHb3ZdOLM

"Insight (for Microsoft) AMD for signatures" History

-  Document created by AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
2023-11-02 - 11:28:44 PM GMT- IP address: 20.125.67.140
-  Document emailed to Lisanne Steinheiser (lisanne.steinheiser@insight.com) for signature
2023-11-02 - 11:29:06 PM GMT
-  Email viewed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
2023-11-02 - 11:34:50 PM GMT- IP address: 104.47.56.254
-  Document e-signed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
Signature Date: 2023-11-02 - 11:35:01 PM GMT - Time Source: server- IP address: 20.94.166.150
-  Agreement completed.
2023-11-02 - 11:35:01 PM GMT



**MINNEAPOLIS
PUBLIC SCHOOLS**

Amendment to Construction Manager as Advisor Agreement

PROJECT: <i>(name and address)</i>	Agreement Information	Amendment Information
FY21 North High School Additions, renovation and CTE Project	Date: May 31, 2022	Amendment No.4
ARCHITECT: <i>(name and address)</i>		Construction Manager as Advisor: <i>(name and address)</i>
LSE Architects		Kraus Anderson Construction Company
100 Portland Avenue S. Suite 100		501 South 8 th Street
Minneapolis, MN 55401		Minneapolis, MN 55401

The Owner and Construction Manager as Advisor amend the Agreement as follows:

Kraus Anderson will serve as the Construction Manager for Phase 3 of the North High School Additions, Renovations and CTE Project. This change will involve Kraus Anderson acting as the Construction Manager for all of the subcontractors awarded work for Phase 3.

The Construction Manager as Advisor compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Contract Amount: \$140,000 (MAS-13714)
 Amendment No 1 (8/16/2022, AMD-13797) \$1,273,206
 Amendment No 2 (add General Conditions) \$600,000
 Amendment No 3 (Phase 2 services) \$1,510,764
 Amendment No 4 (Phase 3 CM Services) \$927,854

Total contract value with all amendments \$4,451,824

Schedule Adjustment:

Amendment No 4 establishes the new substantial completion date in Section 1.1.4 to November 11, 2024. Should Phase 3 not be completed by November 11, 2024, additional compensation and schedule change will be completed by amendment to the original contract.

Other Adjustments:

Contract conditions referencing Project 1, are hereby modified to include Project 2 (Phase 2) and Project 3 (Phase 3). Administrative Rates for 2022 are amended to Administrative Rates for 2023 in Exhibit B



MINNEAPOLIS
PUBLIC SCHOOLS

Signatures:

<p>Construction Manager as Advisor</p> <p><i>Firm Name</i></p> <p>Kraus Anderson Construction Company</p>	<p>Owner</p> <p><i>Name</i></p> <p>Minneapolis Public Schools</p>
<p>Signature</p> 	<p>Signature</p>
<p>Printed Name and Title</p> <p>H. John Huenink VP Director of K-12</p>	<p>Printed Name and Title</p> <p>Ibrahima Diop, Sr. Finance and Operations Officer</p>
<p>Date 10/19/2023</p>	<p>Date</p>

Franklin Middle School Science Classroom Modifications 21FRAN002

Contract Sum: \$599,500.00

Contractor: Morcon Construction Co., Inc.

Project Name and Number

Franklin Middle School Science Classroom Modifications
1501 N. Aldrich Avenue
Minneapolis, MN 55412
Minneapolis Public Schools Project Number 21FRAN002
Official Publication Number 24-2404

Description

Renovations to science classrooms to reflect current MPS district standards for middle school science rooms, including mechanical, plumbing, gas, electrical, flooring, millwork, and incidentals.

Contract Documents

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
Exhibit B – Project Charter
Exhibit C – 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 31st day of October in the year 2023
(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)

Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

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

Franklin Middle School Science Classroom Modifications
1501 N. Aldrich Avenue
Minneapolis, MN 55412

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

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
St. Paul, MN 55101

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.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:21:52 CT on 11/01/2023 under Order No.4104240957 which expires on 03/15/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

[] 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

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:

Init.

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

- 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)

Ann Cerney, CPCM, Project Manager, Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

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

Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

Init.

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

§ 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
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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:

Init.

(Paragraphs Deleted)

EXH-B Project Charter
(Paragraph Deleted)

EXH-C Owner Insurance
EXH-D Project Schedule

(Paragraph Deleted)

(Table Deleted)

[] Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Tony Peterson, Vice 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 08:21:52 CT on 11/01/2023.

PAGE 1

AGREEMENT made as of the 31st day of October in the year 2023

...

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

...

Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

...

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...

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
St. Paul, MN 55101

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[] 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

...

§ 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.

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~~(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.

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.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.

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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.

...

Ann Cerney, CPCM, Project Manager, Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

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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

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(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](#)

...

~~(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, , 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 08:21:52 CT on 11/01/2023 under Order No. 4104240957 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



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 31st day of October in the year 2023
(In words, indicate day, month and year.)

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

Franklin Middle School Science Classroom Modifications
1501 N. Aldrich Avenue
Minneapolis, MN 55412
Minneapolis Public Schools Project Number 21FRAN002
Official Publication Number 24-2404

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)

Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

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.

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.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

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

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

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

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

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

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

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

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

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

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

§ A.3.2.2 Commercial General Liability

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

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ 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 this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1 as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Full contract value
Performance Bond	Full contract value

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

None

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 08:22:03 CT on 11/01/2023.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 31st day of October in the year 2023

...

(Name and location or address)

Franklin Middle School Science Classroom Modifications
1501 N. Aldrich Avenue
Minneapolis, MN 55412
Minneapolis Public Schools Project Number 21FRAN002
Official Publication Number 24-2404

...

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

...

Morcon Construction Co., Inc.
5151 Industrial Blvd NE
Fridley, MN 55421

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§ **A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$)~~ each occurrence, ~~(\$)~~ general aggregate, and ~~(\$)~~ aggregate for products-completed operations hazard, as defined is ECH-C Owner Insurance, providing coverage for claims including

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

§ **A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower

coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance

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

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

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

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

.

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

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

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

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

PAGE 6

If Professional Liability Insurance is required as part of this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

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

~~*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*~~A.3.3.1 as defined in EXH-C Owner Insurance.

~~[] — § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)~~

- ~~[] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.~~
- ~~[] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.~~
- ~~[] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.~~
- ~~[] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.~~
- ~~[] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~

Coverage	Limits
----------	--------

§ A.3.4 Performance Bond and Payment Bond

...

Payment Bond	<u>Full contract value</u>
Performance Bond	<u>Full contract value</u>

...

None

Exhibit B – Project Charter

Franklin Middle School Science Classroom Modifications 21FRAN002

Description

Renovations to science classrooms to reflect current MPS district standards for middle school science rooms, including mechanical, plumbing, gas, electrical, flooring.

Contract Sum

The Contract Sum shall be \$599,500.00

Alternates

None

Allowances

None

Unit Prices

None

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

Franklin Middle School Science Classroom Modifications
1501 N. Aldrich Avenue
Minneapolis, MN 55412
Minneapolis Public Schools Project Number 21FRAN002
Official Publication Number 24-2404

Description

Renovations to science classrooms to reflect current MPS district standards for middle school science rooms, including mechanical, plumbing, gas, electrical, flooring, millwork, and incidentals.

Schedule

Last Day of School: June 14, 2023
Last Day for Staff: June 17, 2024
Juneteenth Holiday: June 19, 2024 (All MPS Buildings Closed)
MPS Furniture Movers: Week of June 17, 2024
Construction Commences: June 24, 2024
Final Cleaned: August 16, 2024
Substantial Completion: August 16, 2024
MPS Staff back in Building: August 19, 2024
MPS Furniture Movers: Week of August 19, 2024
Final Completion: August 30, 2024
First day of School: September 3, 2024
Close-out Documents no later than 45 days past date of Substantial Completion

Substantial Completion

The Work will be substantially complete on or before August 16, 2024.

**THIRD AMENDMENT AMD-14271 TO CONTRACT MAS-13617 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND MEISA TRANSPORTATION**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Meisa Transportation, dated November 1, 2023 (“Contract”) is made and entered into by and between Special School District No. 1 (“District”) and Meisa Transportation (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law (“District”) and Meisa Transportation (“Contractor”) entered into a contract titled Student Transportation for a period between 11/01/2023 through 6/30/2027 (“Contract”), and

WHEREAS, the Parties now desire to amend the contract;

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

Section 3.1 of the Contract shall be amended to read to add: 1,500,000

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Meisa Transportation

By: Heslon Kagaru

Name: Heslon Kagaru

Title: Chief Manager

Date: 10.06.2023

**FIRST AMENDMENT AMD-14272 TO CONTRACT MAS-13628 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND METROPOLITAN
TRANSPORTATION NETWORK**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Metropolitan Transportation Network, dated November 1, 2023 ("Contract") is made and entered into by and between Special School District No. 1 ("District") and Metropolitan Transportation Network ("Contractor") (collectively "parties").

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law ("District") and Metropolitan Transportation Network ("Contractor") entered into a contract titled Student Transportation for a period between 11/1/2023 through 6/30/2027 ("Contract"), and

WHEREAS, the Parties now desire to amend the contract;

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

Section 3.1 of the Contract shall be amended to read to add \$2,500,000

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Metropolitan Transportation Network

By: _____

Name: Michaello Gutama

Title: CFO

Date: 10/09/2023

AGREEMENT FOR SERVING MEDICALLY FRAGILE CHILDREN IN THE SCHOOL SETTING

This Agreement, entered into this September 5, 2023 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the "School District"), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Pediatric Home Service ("Agency"), 2800 Cleveland Avenue North, Roseville, MN 55113.

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided, one nurse to one student on the bus, at school and for school-related outings.

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, tracheostomy care, gastrostomy care and medication administration.

NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the described services to:
 - a. CD ("Student") at Elementary ("School") and on the bus to and from School.
2. The Agency shall provide the following services:
 - a. A qualified nurse to provide nursing care for the Student to participate in his/her educational program as determined by the educational team. The contracted nursing services will be provided consistent with physician's orders and an agency-developed plan of care.
 - b. Furnish plan of care for each student to the Licensed School Nurse at the Student's school at the beginning of the Agreement and whenever there is a care plan change.
 - c. Nurses will be within eye sight of the Student at all times.
 - d. Nurses will assist the Student in performing educational activities under the direction of the classroom teacher when medical needs have been met.
 - e. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
 - f. The Agency will not send student nurses to this assignment.
 - g. The Agency will maintain all documentation of care given and will provide copies to the School District if requested.
3. The service will begin on September 5, 2023 and shall not extend beyond August 2, 2024.
4. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for Student attendance days. The rate of pay shall be **\$ 75.00** per hour for RN and **\$50.00** per hour for LPN coverage. All payments will be provided to the Agency within 30 days of service.
5. The School District shall monitor the services of the Agency as follows:
 - a. The Special Education department (attn: Jessica Moryn) for the School District shall receive copies of all invoices for payment.
 - b. The Health Service Coordinator (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall receive copies of required items in Section 2.e above.
 - c. The nurse at School shall receive copies of health care plans as specified in Section 1.b. above.
6. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
7. The School District shall not request the Agency nurse to provide medical services of any type to any other students, staff, or visitors.
8. Either party may terminate this Agreement with a four-week written notice.

GUIDELINES FOR SERVING MEDICALLY FRAGILE CHILDREN IN THE SCHOOL SETTING

A. ROLES AND RESPONSIBILITIES

1. Principal/Administrative Designee

All staff in the School are responsible to the building Principal. Decisions about building procedures are the responsibility of the Principal, and questions about these matters are addressed to the Principal.

- a. Directs School staff to establish a schedule to meet with case manager or designee on a regular basis to maintain communication between building staff and Agency staff. Stresses need for School staff, Agency staff and parents to maintain frequent communication.
- b. Encourages and supports School and Agency staff in professional communication of concerns and questions relative to practices which will be in the best interest of the Student.
- c. Insures that the School nurse is aware of the medical needs of the Student, and can act in case of an emergency.

2. Parent

- a. The parent is the advocate for the Student's educational program and should communicate concerns about the School program directly to the classroom staff with further follow through to the building or School District supervisory staff if necessary.
- b. For students enrolled in a program which includes parent attendance (e.g., a parent-infant program with either in-home or in-center programming with parent instruction), it is the responsibility of the parent to be present when staff are providing programming instruction. The Agency staff may not serve as a parent substitute in such instances, unless the Student study team determines otherwise.

3. Teacher/Case Manager

- a. Is responsible for the direction of all classroom activities and for all persons working within the classroom setting.
- b. Is responsible for case management of the Student's educational program.
 - 1) Calls team meetings.
 - 2) Completes the Student's IFSP/IEP. Includes a statement of the nursing role in the School setting in the adaptations section (i.e., "One-to-one nursing care for health needs while on the bus, at school or educational community outings and additional educational support when medical needs have been met). Will also include school nursing as an indirect support service.
 - 3) Develops and implements the Student's daily schedule.
 - 4) Ensures appropriate support services, including related services, are delivered as identified on the IFSP/IEP.
 - 5) Responsible for defining and implementing interventions to manage behaviors which directly impact the Student's medical condition, in collaboration with Agency staff.
 - 6) Communicates directly with the parent regarding the Student's educational program. The teacher must avoid using the Agency staff as conduit for information as a substitute for direct communication with the parent.

- c. The teacher is responsible for informing other students and their parents (if appropriate) in the class, of the Student's need for service, and the role of the staff. Discussing such plans with a representative of the Agency is good professional practice.
- d. Foster appropriate communication between nursing staff and educational staff.
- e. Maintains confidentiality of information derived from parent. In those cases where it is the judgment of the teacher that it is in the interests of the Student for information to be shared with the Agency staff, parental permission will be obtained.
- f. Orients Agency staff to the building, phone use and appropriate building staff and emergency procedures.

4. Licensed School Nurse

- a. Is responsible for health services to all enrolled students.
- b. When a student is accompanied to School by staff from a community-based home care agency, the LSN's responsibility is to provide back-up/emergency nursing supports services. The LSN is not responsible for primary/direct nursing services.
- c. Is responsible to meet the Agency staff to review care plan and plan for its implementation in the School setting.
- d. Maintains confidentiality of information and obtains signed release of information for any medical information shared outside of the School setting.
- e. Orients Agency staff to nursing office, use of phone and any emergency equipment or procedures.
- f. Attends team meetings, IFSP/IEP as appropriate or requested by case manager.
- g. Obtains care plan from Agency case manager (at the beginning of the school year and whenever the plan is changed) and reviews this with the IEP case manager or designee. This care plan is placed in the Student's health record.

5. Home Care Agency

The role of the Agency staff is to attend to the medical need of the students, to assist School staff and students in understanding those needs, and to work cooperatively with School staff for the benefit of the Student.

- a. Provides name, address and telephone number of Agency and case manager name and telephone number. Also will provide a certificate of liability insurance naming School as additional insured and including general liability, automobile liability, professional error/omissions, and worker's compensation and employers' liability.
- b. Agency will provide notice to School District within 30 days should liability insurance be terminated during the agreement.
- c. Provides license and background checks for all Agency nursing staff working in the School District, providing a copy to the School District.
- d. Provides identification to be worn by Agency staff that indicates name and licensure.
- e. Agency nurses are responsible for the Student's nursing care in all School settings, including transportation, School site, and all educational community outings.
- f. The Agency case manager or designee provides care plan at the beginning of the school year and whenever changes are made to the plan. Keeps School nurse informed in writing of any changes in procedures or health status.

- g. Clearly describes behaviors that require medical attention. School staff as much as possible should deal with other behaviors. Questions will sometimes arise about relative Agency vs. School staff responsibility. In such situations, open discussion and problem solving should occur immediately.
- h. Make every attempt to insure suctioning and other medical services are as non-disruptive as possible.
- i. Responsible to assist only those students on their caseload. Insurance does not cover their involvement with other students; however, the individual in accordance with responsible professional practice and scope of license will assist any person, student or staff, in a medical crisis situation.
- j. Maintains confidentiality of information received from parent. In those cases where it is the judgment of the Agency staff that it is in the interests of the Student for information to be shared with School staff, parental permission will be obtained.
- k. Maintains confidentiality of information learned in the classroom, especially as it relates to students not in their care.
- l. Provide for substitutes when needed.
- m. The primary role of the Agency staff is to attend to the medical needs of the Student. Assistance by Agency staff in educational activities is determined on an individual case basis.
- n. When medical needs have been met and it is determined that educational support is needed, the Agency staff will:
 - 1) Involve the Student in activities planned and prepared by the teacher.
 - 2) Assist the Student to access the different educational settings.
 - 3) Assist the Student in non-academic activities and settings (toileting, lunchroom, recess).
 - 4) Assist the Student to access and use augmentative communication devices or assistive technology.

B. GENERAL PRINCIPLES OF COMMUNICATION AND COOPERATION BETWEEN SCHOOL AND COMMUNITY-BASED HOME CARE AGENCIES

- 1. If either School or Agency staff have concerns or questions about specific situations or about either the educational program or the nursing service, they should communicate directly with the professional staff involved in the situations. Meetings of the Student's IEP team can be a good vehicle for such communication. If concern or questions cannot be resolved at that level, mutual consideration and respect, professional judgment and policies of the involved agencies should determine to whom questions and concerns are referred.
- 2. Confidentiality must be a priority for all persons involved in a student's program. Information (e.g., medical findings, educational progress, etc.) should be shared first with the parent, subsequently with others only if parent consent is obtained.
- 3. Staff, parents and other adults should not share information or have discussions about the Student in his/her presence, unless there is mutual agreement that it will be of benefit for the Student to be an active participant in the process.
- 4. Invitation for Agency staff, or other persons, to attend IFSP/IEP or other educational conferences may be made by parent or School staff, following due process procedures. Attendance of any individual should be for the purposes of assisting in the educational process.

5. In the event of a conflict:
 - a. The School staff will inform the School nurse and principal of their concerns.
 - b. The School nurse will contact lead nurse or special education director at the Educational Service Center.
 - c. The lead nurse or Special Education Director will assess and contact the Agency.
 - d. If the Agency nurse has a conflict, she will contact her supervisor, and the supervisor will contact the lead nurse or Special Education Director.

C. INDEMNIFICATION

Agency agrees to indemnify and hold harmless School District and its directors, officers, and agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of Agency, its directors, officers, employees or agents under this Agreement only.

School District agrees to indemnify and hold harmless Agency and its directors, officers, shareholders, employees and agents from and against any and all claims, actions or liabilities, which may be asserted against them by third parties in connection with the negligent performance of School District, its directors, officers, employees, contractors or agents under this Agreement.

D. Insurance.

1. **Agency** will maintain general liability and professional liability coverage for \$1.5 Million for any negligent acts or omissions of **Agency** employees, which may give rise to liability under this Agreement.
2. **Agency** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.
3. **Agency** will provide notice to School District within 30 days should insurance covered be terminated during this Agreement.

**SECOND AMENDMENT AMD-14273 TO CONTRACT MAS-13620 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND RIFT VALLEY TRANSPORTATION
INC**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Rift Valley Transportation Inc, dated November 1, 2023 (“Contract”) is made and entered into by and between Special School District No. 1 (“District”) and Rift Valley Transportation Inc (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law (“District”) and Rift Valley Transportation Inc ("Contractor") entered into a contract titled Student Transportation for a period 11/1/2023 through 6/30/2027 (“Contract”), and

WHEREAS, the Parties now desire to amend the contract;

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

Section 3.1 of the Contract shall be amended to read to add: \$500,000

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Rift Valley Transportation Inc

By: ~~_____~~

Name: Ebino Wba

Title: ceo

Date: 10/6/2023



AIA[®]

Document G701[®] – 2017

Change Order

PROJECT: *(Name and address)*

Pratt-Las Estrellas Ventilation Improvements (212258R)
Pratt Elementary School
66 Malcolm Avenue Southeast
Minneapolis, Minnesota 55414
Las Estrellas Elementary School
1201 University Avenue Northeast
Minneapolis, Minnesota 55413

CONTRACT INFORMATION:

Contract For: General Construction

Date: February 14, 2023

CHANGE ORDER INFORMATION:

Change Order Number: Three (3)

Date: October 30, 2023

OWNER: *(Name and address)*

Special School District #1 - Minneapolis
Public Schools

1250 West Broadway Avenue
Minneapolis, Minnesota 55411

ARCHITECT: *(Name and address)*

Wold Architects and Engineers

332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(Name and address)*

Sheehy Construction Company

360 West Larpenteur Avenue
Saint Paul, Minnesota 55113

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PR #11 / CCD #1 - Add transfer ducts per City of Minneapolis inspection at Las Estrellas *Add \$72,055.24*

PR #25 / CCD #2 - Reconfigure feeders at Las Estrellas to support new building power *Add \$330,461.82*

PR #31 - Provide hardwired power connections with lockable disconnects for condensate pumps at Pratt (rooms 009, 8B, 8B-A, 103, 104 and 105), condensate pump overflow alarms at 7 UVs at Pratt, and condensate pump overflow alarms at 4 UVs at Las Estrellas *Add \$17,464.14*

PR #42 - Connect existing low pressure steam condensate return line to AHU-1 return in the lower-level mechanical room *Add \$10,031.04*

TOTAL CHANGE ORDER NO. 3 ADD \$430,012.24

The original Contract Sum was	\$	4,909,300.00
The net change by previously authorized Change Orders	\$	118,074.67
The Contract Sum prior to this Change Order was	\$	5,027,374.67
The Contract Sum will be increased by this Change Order in the amount of	\$	430,012.24
The new Contract Sum including this Change Order will be	\$	5,457,386.91

The Contract Time will be unchanged by zero (0) days.
The date of Substantial Completion will be August 18, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wold Architects and Engineers

Sheehy Construction Company

Special School District #1 - Minneapolis
Public Schools

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*



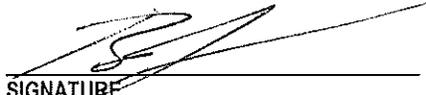
SIGNATURE

Aaron Ausing | AIA, Associate

PRINTED NAME AND TITLE

October 26, 2023

DATE



SIGNATURE

Blair Juliar, V.P.

PRINTED NAME AND TITLE

10/30/2023

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*

Pratt-Las Estrellas Ventilation Improvements (212258R)
Pratt Elementary School
66 Malcolm Avenue Southeast
Minneapolis, Minnesota 55414

Las Estrellas Elementary School
1201 University Avenue Northeast
Minneapolis, Minnesota 55413

OWNER: *(name and address)*

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

CONTRACT INFORMATION:

Contract For: General Construction

Date: February 14, 2023

CCD INFORMATION:

Directive Number: One (1)

Date: August 23, 2023

ARCHITECT: *(name and address)*

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(name and address)*

Sheehy Construction Company
360 West Larpenteur Avenue
Saint Paul, Minnesota 55113

The Contractor is hereby directed to make the following change(s) in this Contract:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Provide modifications to the scope of the project including adding transfer ducts per the City of Minneapolis inspection as indicated in the attached PR 11RR that was issued on August 18, 2023.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

Lump Sum decrease of \$0.00

Unit Price of \$ per

Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)

As follows: Provide work on a time and materials basis not to exceed \$112,000.00 and submit itemized documentation as necessary to substantiate adjustments to the contract for the items described above.

2. The Contract Time is proposed to unchanged.. The proposed adjustment, if any, is zero days..

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Wold Architects and Engineers

Special School District #1 -
Minneapolis Public Schools

Sheehy Construction Company

ARCHITECT (Firm name)



SIGNATURE

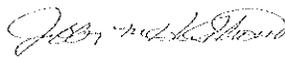
Aaron Ausing | AIA, Associate

PRINTED NAME AND TITLE

August 23, 2023

DATE

OWNER (Firm name)



SIGNATURE

Jeff M. Helstrom

PRINTED NAME AND TITLE

August 23, 2023

DATE

CONTRACTOR (Firm name)



SIGNATURE

Blair Juliar, V.P.

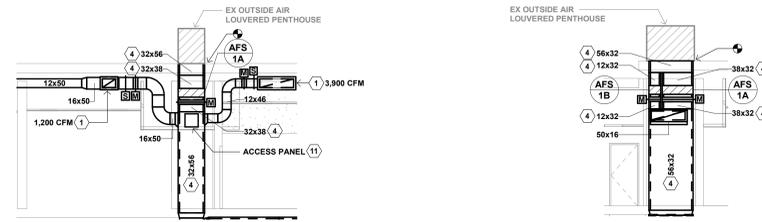
PRINTED NAME AND TITLE

08/24/2023

DATE

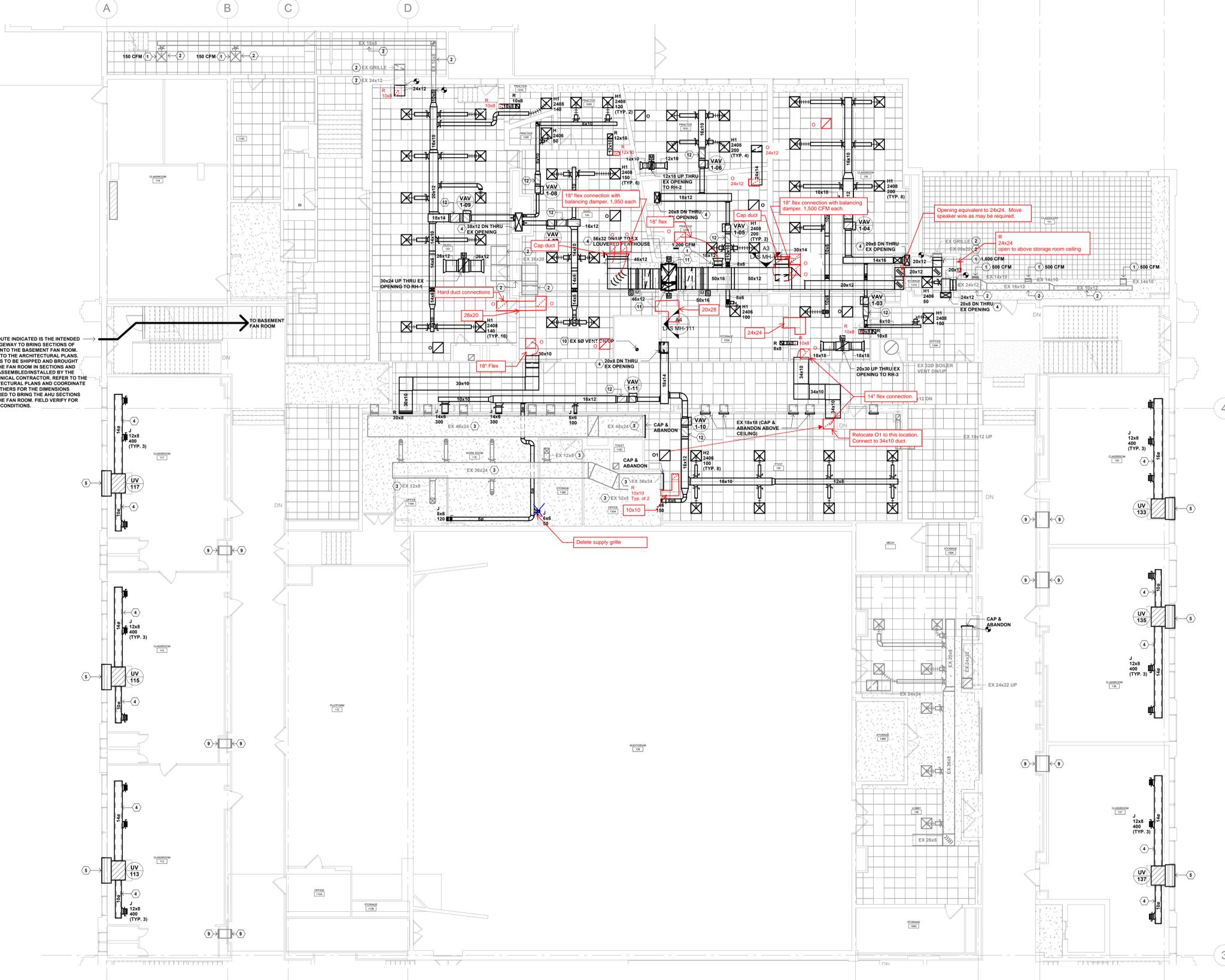
MN

M



A3 AHU-1 OUTSIDE AND RETURN AIR DUCTWORK SECTION NOT TO SCALE

A4 AHU-1 OUTSIDE AND RETURN AIR DUCTWORK SECTION NOT TO SCALE



THE ROUTE INDICATED IS THE INTENDED PASSAGEWAY TO BRING SECTIONS OF AHU-1 INTO THE BASEMENT FAN ROOM. REFER TO THE ARCHITECTURAL PLANS. AHU-1 IS TO BE SHIPPED AND BROUGHT INTO THE FAN ROOM IN SECTIONS AND FIELD ASSEMBLED/INSTALLED BY THE MECHANICAL CONTRACTOR. REFER TO THE ARCHITECTURAL PLANS AND COORDINATE WITH OTHERS FOR THE DIMENSIONS REQUIRED TO BRING THE AHU SECTIONS INTO THE FAN ROOM. FIELD VERIFY FOR EXACT CONDITIONS.

F1 FIRST FLOOR MECHANICAL HVAC PLAN - AREA 'B' 1/8" = 1'-0"

- HVAC PLAN GENERAL NOTES:**
- TRANSFER DUCTS AND DUCTS CONNECTED TO TRANSFER FANS SHALL HAVE 1" INTERNAL SOUND ATTENUATING LINER.
 - DO NOT INSTALL FLEXIBLE DUCT CONNECTIONS ABOVE INACCESSIBLE CEILINGS.
 - DIFFUSER DUCT RUNOUTS AND FLEXIBLE DUCT CONNECTIONS SHALL BE THE SAME SIZE AS THE DIFFUSER NECK.
 - THE VARIABLE AIR VOLUME CONTROL BOX SHALL BE LOCATED IN A POSITION TO ENSURE ACCESSIBILITY. VARIABLE AIR VOLUME CONTROL CONNECTIONS SHALL BE ON THE SAME SIDE AS THE CONTROL BOX.
 - LOCATE BALANCING DAMPERS ABOVE ACCESSIBLE CEILINGS WHERE POSSIBLE.
 - COORDINATE LOCATIONS OF ANY ACCESS PANELS REQUIRED IN WALLS OR CEILINGS WITH GENERAL CONTRACTOR.
 - ROUTE DUCTS BETWEEN JOISTS WHERE REQUIRED TO COORDINATE WITH THE INSTALLATION OF OTHER TRADES AND TO MAINTAIN CEILING HEIGHTS. COORDINATE LOCATIONS PRIOR TO CROSS BRACING TO ENSURE THERE ARE NO CONFLICTS. AREAS RESTRICTED ARE MINIMUM REQUIRED.
 - DIFFUSER AND REGISTER LOCATIONS SHALL BE COORDINATED WITH LIGHT FIXTURE LOCATIONS AND SHALL BE IN ACCORDANCE WITH CEILING PATTERNS AS SHOWN ON THE ARCHITECTURAL REFLECTED CEILING PLAN.
 - ALL RISERS AND DROPS IN DUCTWORK ARE NOT NECESSARILY SHOWN. LAYOUT ROUTING AND COORDINATE WORK WITH OTHER TRADES BEFORE CONSTRUCTION.
 - ALL SUPPLY DUCTWORK ROUTED IN CONCEALED SPACES AND ABOVE CEILINGS SHALL BE EXTERNALLY INSULATED. DO NOT INSULATE RETURN DUCTWORK. INSULATE RELIEF DUCTWORK AS SPECIFIED.
 - MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF CONSTRUCTION UNLESS OTHERWISE NOTED ON THE PLANS. NO CUTTING OF STRUCTURAL MEMBERS OR STRUCTURE WHICH WILL DETERIORATE THE INTEGRITY AND STRENGTH OF THE BUILDING WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE STRUCTURAL ENGINEER. WHERE EXISTING STRUCTURAL FLOOR SLABS COMPRISED OF A CONCRETE PAN AND JOIST SYSTEM, LOCATE NEW SLAB PENETRATIONS BETWEEN EXISTING CONCRETE JOISTS FOR EXAMPLE, WITHIN THE SOFFIT RECESS OF THE SLAB. NOTIFY STRUCTURAL ENGINEER IF CONDITIONS VARY.
 - MECHANICAL CONTRACTOR SHALL DETERMINE LIMITATIONS AND/OR CONFLICTS RELATIVE TO THE EXISTENCE OF HIS WORK PRIOR TO BEGINNING EXACT DETAIL OF INSTALLATION REQUIRED TO PROVIDE SYSTEMS SHOWN WITHIN SPACE INTENDED.
 - THE MECHANICAL CONTRACTOR SHALL REMOVE ALL EXISTING CEILING TILES AND GRIDS AS REQUIRED FOR INSTALLATION OF NEW WORK. ANY DAMAGED TILES AND OR GRIDS SHALL BE REPLACED WITH NEW TO MATCH AT THE CONTRACTOR'S EXPENSE.
 - THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED REINFORCEMENT OF NEW AND EXISTING STRUCTURAL MEMBERS FOR MECHANICAL SYSTEMS. REFER TO 'MECHANICAL SUPPORT REINFORCEMENT DETAIL' FOR ADDITIONAL REQUIREMENTS.
 - MECHANICAL CONTRACTOR SHALL CLEAN, PREP, AND PROVIDE PAINT-GRIP ON ALL EXPOSED DUCTWORK PRIOR TO INSTALLATION. THE DUCTWORK SHALL BE PAINTED TO MATCH THE ASSOCIATED UNIT VENTILATOR COLOR, UNLESS OTHERWISE SPECIFICALLY NOTED. PAINTING TO BE COMPLETED BY THE MECHANICAL CONTRACTOR PRIOR TO DUCTWORK INSTALLATION IN THE ROOM. AFTER DUCTWORK INSTALLATION, THE MECHANICAL CONTRACTOR SHALL TOUCHUP PAINT AS REQUIRED. REFER TO SPECIFICATION SECTION 09 91 00.

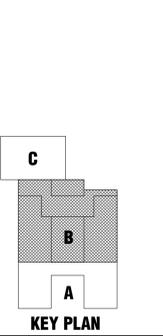
HVAC PLAN KEYED NOTES:

- BALANCE THE INDICATED DIFFUSER, GRILLE, OR REGISTER TO THE AIRFLOW SHOWN.
- EXISTING INDICATED DUCTWORK AND ALL ASSOCIATED DUCT FITTINGS, DIFFUSERS, GRILLES, REGISTERS, AND COMPONENTS SHALL BE CLEANED PER SPECIFICATION SECTION 23 01 30.
- EXISTING INDICATED DUCTWORK AND ALL ASSOCIATED DUCT BRANCHES SHALL BE CAPPED AND ABANDONED ABOVE THE EXISTING PLASTER CEILING.
- PROVIDE DOUBLE WALL DUCTWORK WITH INTERNAL INSULATION AND PERFORATED INNER DUCT WHERE INDICATED BY DASHED LINE. PROVIDE A 10 MIL POLY COVERED BETWEEN INSULATION AND PERFORATED SHEET METAL LINER. THERE SHALL BE NO EXPOSED INTERIOR FIBERGLASS LINING. DUCT SIZE LISTED ON THE PLANS REPRESENTS THE INTERNAL DUCT DIMENSIONS.
- NEW LOUVER IS PROVIDED BY OTHERS. COORDINATE CONNECTION TO LOUVER WITH OTHER TRADES. REFER TO ARCHITECTURAL PLANS. FIELD VERIFY FOR EXACT CONDITIONS.
- INDICATED DUCTWORK TO REUSE EXISTING WALL OPENING, WHERE PRESENT, PROVIDE ESCUTCHEON AT DUCT PENETRATION (BOTH SIDES OF WALL). MECHANICAL CONTRACTOR SHALL PAINT ESCUTCHEON TO MATCH DUCTWORK. FIELD VERIFY FOR EXACT CONDITIONS.
- TOP OF INDICATED DUCTWORK SHALL BE INSTALLED BELOW THE EXISTING FIRE SPRINKLER HEADS. FIELD VERIFY FOR EXACT CONDITIONS.
- INSTALL THE INDICATED SALVAGED DIFFUSER, GRILLE, OR REGISTER IN THE LOCATION SHOWN. PAINT DUCTWORK AND GRILLES TO MATCH EXISTING. FIELD VERIFY FOR EXACT CONDITIONS.
- THE EXISTING TRANSFER/RELIEF AIR DUCT SHALL BE CAPPED WITH A GALVANIZED SHEET METAL PANEL INSET INTO THE EXISTING DUCT IN THE LOCATION INDICATED. FASTEN THE INSET PANEL TO THE EXISTING DUCT. CLEAN, PREP, AND PROVIDE PAINT GRIP ON THE SHEET METAL INSET PRIOR TO INSTALLATION. IF AN EXISTING GRILLE IS PRESENT, REMOVE THE GRILLE AS REQUIRED FOR INSTALLATION OF THE SHEET METAL PANEL. THE GRILLE SHALL BE REINSTALLED. AFTER INSTALLATION IS COMPLETE, PROVIDE TOUCHUP PAINT ON THE PANEL INSET AND EXISTING GRILLE AS REQUIRED TO MATCH EXISTING. FIELD VERIFY FOR EXACT DUCT AND GRILLE SIZES AND CONDITIONS. REFER TO HVAC PLAN GENERAL NOTE #15.
- INSTALL THE SALVAGED EXISTING WATER HEATER VENT INDICATED AND ALL ASSOCIATED COMPONENTS, HANGERS, AND SUPPORTS UP TO THE UNDERSIDE OF THE ROOF. PROVIDE NEW VENT, VENT COMPONENTS, ACCESSORIES, HANGERS, AND SUPPORTS TO MATCH EXISTING AS REQUIRED FOR REINSTALLATION. RECONNECT TO THE EXISTING ASSOCIATED WATER HEATER AND EXISTING VENT ON THE ROOF. FIELD VERIFY FOR EXACT CONDITIONS.
- PROVIDE AN 18"x18" ACCESS PANEL IN THE DUCTWORK IN THE INDICATED LOCATION. REFER TO THE ACCESS PANEL DETAIL.
- PROVIDE VAV WITH MANUFACTURER'S INTEGRAL SOUND ATTENUATOR.

PRATT-LAS ESTRELLAS VENTILATION IMPROVEMENTS
 LAS ESTRELLAS ELEMENTARY
 1201 UNIVERSITY AVE NE,
 MINNEAPOLIS, MN 55413
 OP No. 23-2303
MINNEAPOLIS PUBLIC SCHOOLS - SSD #1
 1250 W BROADWAY AVE,
 MINNEAPOLIS, MN 55411



WOLD ARCHITECTS AND ENGINEERS
 332 Minnesota Street, Suite W2000
 Saint Paul, MN 55101
 woldac.com | 651 227 7773



KEY PLAN
 I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA.
 Kevin Marshall
 License Number: 23989 Date: 8/16/2022

Description	Date	Num
PRATT LR	8/16/2022	
PRATT LR	8/16/2022	

Comm: 212258R
 Date: 8/16/2022
 Drawn: CC, ZW
 Check: TV

FIRST FLOOR MECHANICAL HVAC PLAN - AREA 'B'

Scale: As Indicated
LAS MH-111

PR-11 - FINAL COSTS

DESCRIPTION: Added work to accommodate the mechanical inspectors comments/city requirements.

Schedule Impact:

PROJECT : MPS - Las Estrellas / Pratt Venitlation Improvments
DATE : 10/17/23 **TIME** 10:53:54
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Master Mechanical	1	LS			34601.00	0.00	0.00	34601.00
Premier TAB	1	LS			500.00	0.00	0.00	500.00
Twin City Acoustics	1	LS			0.00	0.00	0.00	0.00
- Work Order #14523	1	LS			228.00	0.00	0.00	228.00
- Work Order #10785	1	LS			412.00	0.00	0.00	412.00
- Work Order #13668	1	LS			228.00	0.00	0.00	228.00
NAC	1	LS			1082.00	0.00	0.00	1082.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Cut Openings / Flooring Protection						0.00	0.00	0.00
- Labor - ST	100	HR	104.85			10485.00	0.00	0.00
- Labor - OT	12	HR	141.64			1699.68	0.00	0.00
- Material	1	LS		1013.05		0.00	1091.56	0.00
- Dumpster	1	LS		381.60		0.00	411.17	0.00
						0.00	0.00	0.00
Re-Clean Spaces	52	HR	104.85	10.00		5452.20	560.30	0.00
						0.00	0.00	0.00
Trucking	15	HR	99.99	10.00		1499.85	161.63	0.00
Field Supervision	40	HR	148.84	5.00		5953.60	215.50	0.00
Field Supervision - Saturday	4	HR	200.52	5.00		802.08	21.55	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								

SUBTOTALS	\$ 25,892.41	\$ 2,461.71	\$ 37,051.00
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TOTAL LABOR	\$ 25,892.41
TOTAL MATERIAL	\$ 2,461.71
TOTAL SUBCONTRACTS	\$ 37,051.00

SUBTOTAL	\$ 65,405.12
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10% O&P on Labor and Material:	\$ 28,354.12	\$ 2,835.41
5% O&P on Subcontracts:	\$ 37,051.00	\$ 1,852.55
3% Bond/Insurance:	\$ 65,405.12	\$ 1,962.15

TOTAL	\$ 72,055.24
--------------	---------------------



Change Order

Name: Johnny Wadsworth
 Firm: Master Mechanical
 Project: Pratt/Las Estrellas
 Re: PR-11 Transfers and Returns mods

Date: 09/13/23
 Master Mechanical Project No.: 9874
 Master Mechancial COR No. 10

Equipment and Material

Equipment: \$0
 Material: \$3,327
 Sales tax: \$0
 Freight: \$0
 Subtotal: \$3,327

Equipment and Material: \$3,327

Labor

101.0 hours @ \$113.00 / hr. Field \$11,413
 54.0 hours @ \$115.00 / hr. Shop \$6,210
 0.0 hours @ \$120.00 / hr. Drafting \$0
 2.0 hours @ \$150.00 / hr. Delivery \$300
 0.0 hours @ \$120.00 / hr. Supervision \$0
 2.0 hours @ \$145.00 / hr. Project Manager \$290
 Subtotal: \$18,213

Labor: \$18,213

Subcontractors

Excavator \$0
 Concrete Saw Cutting & Patching \$0
 Material / Personnel Lift Rental \$530
 Mechanical Insulation \$9,570
 Structural Engineering \$0
 Rigging \$0
 Roofing \$0
 Temperature Control \$0
 Test & Balance \$0
 \$0
 \$0
 \$0
 Subtotal: \$10,100
 5 % O. H.: \$505
 Subcontractors Subtotal: \$10,605

Equipment, Material & Labor: \$21,540

10 % O.H.: \$2,154
 0 % Profit: \$0

Subcontractors: \$10,605

0 % Bond: \$0

1 % Permit: \$302

Change Order Total: \$34,601



TMS Johnson, Inc.

2908 Nevada Avenue North
New Hope, MN 55427

Phone: (763) 233-7022 Fax: (763) 544-5569

INVOICE

Number	341746
Date	08/22/2023
Page	1 of 1

Job: JRK-21643 Pratt-Las Estrellas Vent

**Bill-to: MASMEC
MASTER MECHANICAL
1027 GEMINI ROAD
EAGAN, MN 55121**

**Ship-to: TEMP
Las Estrellas Master Mech
1201 University Ave NE
Minneapolis, MN 55413**

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	wh	Freight	Ship Via
30035	08/22/2023	JRK Jason Kuehne	NET 60 DAYS	MNHENMIN	051444	01	PRE/ADD	COURIER 3 HOUR

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
WH 530 14X14 530 18X14	Troy Jeanes SURFACE MOUNT RETURN GRILLE SURFACE MOUNT RETURN GRILLE Tag: tROY jEANES 651.210.7414	6 6	6 6	0 0	EA EA	400.00	LT	400.00

JOHNNY	ORDERED BY TROY JEANES
MASTER MECHANICAL, INC.	
PRATT-LAS ESTRELLAS VENT	
9874.20.400	
VOUCHER	244876
GL CODE	4100.20

Merchandise	Discount	Tax	Freight	Total Due
400.00	.00	34.03	24.00	458.03

Please remit to above address.

Customer Copy



TMS Johnson, Inc.

2908 Nevada Avenue North
New Hope, MN 55427

Phone: (763) 233-7022 Fax: (763) 544-5569
dianaw@tmsj.com
www.tmsj.com

INVOICE

Number	341982
Date	08/25/2023
Page	1 of 1

Job: JRK-21643 Pratt-Las Estrellas Vent

**Bill-to: MASMEC
MASTER MECHANICAL
1027 GEMINI ROAD
EAGAN, MN 55121**

**Ship-to: TEMP
Las Estrellas Master Mech
1201 University Ave NE
Minneapolis, mn 55413**

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	wh	Freight	Ship Via
30035	08/25/2023	JRK Jason Kuehne	NET 60 DAYS	MNHENMIN	051493	01	PRE/ADD	COURIER 3 HOUR

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
WH	Troy Jeanes					160.00	LT	160.00
530 14X14	SURFACE MOUNT RETURN GRILLE	1	1	0	EA			
530 18X14	SURFACE MOUNT RETURN GRILLE	1	1	0	EA			
530 24X24	SURFACE MOUNT RETURN GRILLE	1	1	0	EA			
	Tag: troy Jeanes 651.210.7414							

JOHNNY	ORDERED BY TROY JEANES
MASTER MECHANICAL, INC.	
PRATT-LAS ESTRELLAS VENT	
9874.20.400	
VOUCHER	245067
GL CODE	4100.20

Merchandise	Discount	Tax	Freight	Total Due
160.00	.00	14.28	18.00	192.28

Please remit to above address.

Customer Copy



TMS Johnson, Inc.

2908 Nevada Avenue North
New Hope, MN 55427

Phone: (763) 233-7022 Fax: (763) 544-5569
dianaw@tmsj.com
www.tmsj.com

INVOICE

Number	341742
Date	08/22/2023
Page	1 of 1

Job: JRK-21643 Pratt-Las Estrellas Vent

**Bill-to: MASMEC
MASTER MECHANICAL
1027 GEMINI ROAD
EAGAN, MN 55121**

**Ship-to: TEMP
Las Estrelles Sch Master Mech
1201 University Ave NE
Minneapolis, MN 55413**

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	wh	Freight	Ship Via
30035	08/22/2023	JRK Jason Kuehne	NET 60 DAYS	MNHENMIN	051439	01	PRE/ADD	COURIER 3 HOUR

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
WH	Los Estrelles Troy Jeanes					1,200.00	LT	1,200.00
520D 10X08	DBL DEFL SUPPLY AIR REGISTER	5	5	0	EA			
520D 08X08	DBL DEFL SUPPLY AIR REGISTER	3	3	0	EA			
80TB 22X10	LAY IN EGGCRATE 22X10	4	4	0	EA			
80TB 22X22	LAY IN EGGCRATE 22X22	8	8	0	EA			
530 12X10	SURFACE MOUNT RETURN GRILLE	2	2	0	EA			
530 10X10	SURFACE MOUNT RETURN GRILLE	2	2	0	EA			
	Tag: Make sure items are Tagged Las estrelles							
	Troy Jeanes 651.210.7414							
520D 30X08	DBL DEFL SUPPLY AIR REGISTER	1	1	0	EA			

JOHNNY	ORDERED BY TROY JEANES
MASTER MECHANICAL, INC.	
PRATT-LAS ESTRELLAS VENT	
9874.20.400	
VOUCHER	244874
GL CODE	4100.20

Merchandise	Discount	Tax	Freight	Total Due
1,200.00	.00	98.23	24.00	1,322.23

Please remit to above address.

Customer Copy



CORPORATE OFFICES & WAREHOUSE
 7640 Commerce Way
 Eden Prairie, MN 55344-2002
 Phone: (952) 929-1618 Fax: (952) 929-9716

INVOICE

Ace Supply -Mendota Hts Branch
 2425 Enterprise Dr Suite 100
 Mendota Heights,, MN 55120

Route	UNA
Number	179499
Date	08/23/2023
Page	1

Bill-to: **14130**
MASTER MECHANICAL,INC.
**** GOLD TEAM MEMBER ****
1027 GEMINI ROAD
EAGAN, MN 55121

Ship-to: **DEF**
MASTER MECHANICAL,INC.
1027 GEMINI ROAD
EAGAN, MN 55121

Reference	Shipped	Salesperson	Terms	Tax Code	Doc#	WH	Freight	Ship Via
30038	08/23/2023	53 Jason Ande	2% 10th N 30th	MN DAKOT	975232	03	PRE/ADD	WILL CALL

ITEM	DESCRIPTION	ORDERED	SHIPPED	B/O	UM	PRICE	UM	EXTENSION
253602	DDN48 48" DYN-O-TIE UL181B 50/PACK, 500/CARTON	50	50	0	EA	.904	EA	45.20
222014	KM 14"x25' R4.2 INSUL FLEXVENT	1	1	0	PC	107.449	PC	107.45
222018	KM 18"x25' R4.2 INSUL FLEXVENT	2	2	0	PC	166.160	PC	332.32

ORIGINAL INVOICE

PLEASE DEDUCT 9.70 IF PAID BY 09/10/23	Merchandise	Misc	Discount	Tax	Freight	Total Due
	484.97	.00	.00	34.55	.00	519.52

Returns may be subject to 20% restocking charge.
 Special order items are not returnable.
 No returns accepted beyond 90 days from original invoice.
 You must obtain a Return Goods Authorization number in order to return product.

REMIT PAYMENT TO:
ACE SUPPLY COMPANY., INC.
7640 COMMERCE WAY
EDEN PRAIRIE, MN 55344

Doc ID:	
Received By:	TROY JEANES
Delivered By:	

Do not write below this line

... Last Page

SOINV



01-179499





CORPORATE OFFICES & WAREHOUSE
 7640 Commerce Way
 Eden Prairie, MN 55344-2002
 Phone: (952) 929-1618 Fax: (952) 929-9716

INVOICE

Ace Supply - Moundsview Branch
 4749 Old Hwy 8, Suite 100
 Mounds View, MN 55112-1504

Route	UNA
Number	180296
Date	08/25/2023
Page	1

Bill-to: **14130**
MASTER MECHANICAL, INC.
**** GOLD TEAM MEMBER ****
1027 GEMINI ROAD
EAGAN, MN 55121

Ship-to: **TEMP**
MASTER MECHANICAL, INC.
1027 GEMINI ROAD
EAGAN, MN 55121

Reference	Shipped	Salesperson	Terms	Tax Code	Doc#	WH	Freight	Ship Via
30038	08/25/2023	53 Jason Ande	2% 10th N 30th	MN RAMSE	975934	02	PRE/ADD	WILL CALL

ITEM	DESCRIPTION	ORDERED	SHIPPED	B/O	UM	PRICE	UM	EXTENSION
102922	178 08" CONICAL ADHESIVE W/DAM	3	3	0	EA	30.668	EA	92.00
ORIGINAL INVOICE								

PLEASE DEDUCT 1.84 IF PAID BY 09/10/23	Merchandise	Misc	Discount	Tax	Freight	Total Due
	92.00	.00	.00	6.79	.00	98.79

Returns may be subject to 20% restocking charge.
 Special order items are not returnable.
 No returns accepted beyond 90 days from original invoice.
 You must obtain a Return Goods Authorization number in order to return product.

REMIT PAYMENT TO:
ACE SUPPLY COMPANY., INC.
7640 COMMERCE WAY
EDEN PRAIRIE, MN 55344

Doc ID:	
Received By:	TROY JEANES
Delivered By:	

Do not write below this line

... Last Page

SOINV



01-180296





CORPORATE OFFICES & WAREHOUSE
 7640 Commerce Way
 Eden Prairie, MN 55344-2002
 Phone: (952) 929-1618 Fax: (952) 929-9716

INVOICE

Ace Supply - Moundsview Branch
 4749 Old Hwy 8, Suite 100
 Mounds View, MN 55112-1504

Route	UNA
Number	180298
Date	08/25/2023
Page	1

Bill-to: **14130**
MASTER MECHANICAL, INC.
**** GOLD TEAM MEMBER ****
1027 GEMINI ROAD
EAGAN, MN 55121

Ship-to: **TEMP**
MASTER MECHANICAL, INC.
1027 GEMINI ROAD
EAGAN, MN 55121

Reference	Shipped	Salesperson	Terms	Tax Code	Doc#	WH	Freight	Ship Via
30039	08/25/2023	53 Jason Ande	2% 10th N 30th	MN RAMSE	975937	02	PRE/ADD	WILL CALL

ITEM	DESCRIPTION	ORDERED	SHIPPED	B/O	UM	PRICE	UM	EXTENSION
222010	KM 10"x25' R4.2 INSUL FLEXVENT	2	2	0	PC	75.213	PC	150.43

JOHNNY ORDERED BY TROY JEANES
MASTER MECHANICAL, INC.
PRATT-LAS ESTRELLAS VENT
9874.20.500
VOUCHER 244977
GL CODE 4500.20

ORIGINAL INVOICE

PLEASE DEDUCT 3.01 IF PAID BY 09/10/23	Merchandise	Misc	Discount	Tax	Freight	Total Due
	150.43	.00	.00	11.09	.00	161.52

Returns may be subject to 20% restocking charge.
 Special order items are not returnable.
 No returns accepted beyond 90 days from original invoice.
 You must obtain a Return Goods Authorization number in order to return product.

REMIT PAYMENT TO:
ACE SUPPLY COMPANY., INC.
7640 COMMERCE WAY
EDEN PRAIRIE, MN 55344

Doc ID:	
Received By:	TROY JEANES
Delivered By:	

Do not write below this line

... Last Page

SOINV



01-180298





CORPORATE OFFICES & WAREHOUSE
 7640 Commerce Way
 Eden Prairie, MN 55344-2002
 Phone: (952) 929-1618 Fax: (952) 929-9716

INVOICE

Ace Supply -Mendota Hts Branch
 2425 Enterprise Dr Suite 100
 Mendota Heights,, MN 55120

Route	UNA
Number	181925
Date	08/31/2023
Page	1

Bill-to: **14130**
MASTER MECHANICAL,INC.
**** GOLD TEAM MEMBER ****
1027 GEMINI ROAD
EAGAN, MN 55121

Ship-to: **DEF**
MASTER MECHANICAL,INC.
1027 GEMINI ROAD
EAGAN, MN 55121

Reference	Shipped	Salesperson	Terms	Tax Code	Doc#	WH	Freight	Ship Via
30040	08/31/2023	53 Jason Ande	2% 10th N 30th	MN DAKOT	976463	03	PRE/ADD	--KWIK PIK

ITEM	DESCRIPTION	ORDERED	SHIPPED	B/O	UM	PRICE	UM	EXTENSION
211108	6145H 10x08 NAILOR RA GRILLE	1	1	0	EA	18.555	EA	18.56

JOHNNY ORDERED BY **TROY JEANES**
MASTER MECHANICAL, INC.
PRATT-LAS ESTRELLAS VENT
9874.20.500

VOUCHER **245188**

GL CODE **4500.20**

ORIGINAL INVOICE

PLEASE DEDUCT .37 IF PAID BY 09/10/23	Merchandise	Misc	Discount	Tax	Freight	Total Due
	18.56	.00	.00	1.32	.00	19.88

Returns may be subject to 20% restocking charge.
 Special order items are not returnable.
 No returns accepted beyond 90 days from original invoice.
 You must obtain a Return Goods Authorization number in order to return product.

REMIT PAYMENT TO:
ACE SUPPLY COMPANY., INC.
7640 COMMERCE WAY
EDEN PRAIRIE, MN 55344

Doc ID:	
Received By:	TROY JEANES
Delivered By:	

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SOINV



01-181925





CHANGE ORDER REQUEST #17

GENERAL CONTRACTOR: Sheehy Construction - Danial Hannover

DATE: 09/07/23

EMAIL: danial.hannover@sheehyconstruction.com
PHONE: 651-328-8346

NAC JOB #: A4221MTR

PROJECT NAME: MPS LAS ESTRELLAS

REQUEST DESCRIPTION: Relocate conduits and devices as necessary for new transfer ducts
per PR #11

RFI: -
CO: -
PR: #11

CONTRACTOR				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
				-
				-
				-
				-
			Subtotal	-
			5%	-
			Contractor Total	\$ -

MATERIALS				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
				-
				-
				-
				-
			Tax	-
			Shipping	-
			Subtotal	-
			10%	-
			Material Total	\$ -

LABOR				
COST CODE	HOURS	DESCRIPTION	RATE	EXTENDED
	8	Labor	123.00	984.00
				-
				-
				-
			Labor Subtotal	984.00
			10%	98.00
			Labor Total	\$ 1,082.00
			Change Order Sub-Total	\$ 1,082.00
			Bonds 1.35%	-

Please Sign and Return for Work to be started:

Change Order Total \$ 1,082.00

Submitted by: Matt Troendle

Authorized by: _____



Premier Test and Balance Inc.

375 230th Avenue
 Somerset, WI 54025
 Phone: (612) 834-0311

Bid Proposal			
Job / Project: Pratt-Las Estrellas			
Location:	Minneapolis, MN	Bid Proposal Number:	08182023
Submitted by:	Briana Rupenthal	Today's Date:	8/18/2023
Email:	briana@premierbalancing.com	Specifications Date:	8/16/2022
Cell Phone:	317-435-9491	Plans Date:	8/16/2022
Work Description		Price	
Balancing Air Systems (Does not include Duct Leak Testing)			
Pratt Elementary		\$4,400	
Las Estrellas Elementary		\$15,800	
Addendum 1, 2, and 3			
PR - 11R		\$500	
Total		\$20,700	

1. Price does not include the cost of re-sheaving fans (new sheaves, belts & labor).
2. Price assumes communications will be provided for DDC systems.
3. Price is valid through: 10/2/2023





Commercial and Residential
An Equal Opportunity Employer

TWIN CITY ACOUSTICS, INC.
9449 SCIENCE CENTER DRIVE
NEW HOPE, MN 55428
P)763.535.6697 • F)763.535.5309
www.tcacoustics.com

TO: Sheehy Construction
360 West Larpenteur Avenue
St. Paul, MN 55113

Attention: Dan

DATE: September 5, 2023

PROJECT: Pratt – Las Estrellas

LOCATION: Minneapolis, MN

ADDENDUM:

=====

We propose to furnish and install the following materials for the above referenced project in accordance with the terms and conditions listed below and in accordance with the project plans and specifications unless noted. Labor, materials and equipment necessary for the installation is included unless specifically stated to the contrary.

WORK ORDER #13668 (COPY ENCLOSED)

LABOR (2 HOURS): \$228.00

TOTAL ADD: \$228.00

**NOTE: Dumpsters, sweeping & final cleaning to be furnished by General Contractor at no cost to Twin City Acoustics, Inc.
No seismic bracing or compression struts figured.**

Material, labor and sales tax included in our quote.

This proposal is valid for 30 days from date of issue. TERMS: Net cash for 90% of value of materials delivered on the job and labor for installing materials for the job during the previous 30 day period; shall be due the 10th of the following month, balance net cash after 30 days after completion. All taxes now or hereafter levied by any Federal, State or local authority, upon sale of foregoing materials are not included in the price and shall be paid by the purchaser unless specifically stated otherwise in this proposal.

Accepted by: _____

TWIN CITY ACOUSTICS, INC.

Company: _____

By: _____

Date: _____ Order No. _____

Derek Brinker
derek@tcacoustics.com



TWIN CITY ACOUSTICS, INC.
 9449 SCIENCE CENTER DRIVE
 SUITE 100
 NEW HOPE, MN 55428
 PHONE: (763) 535-6697
 FAX: (763) 535-5309

JOB WORK ORDER

13668

JELD-WEN
 WINDOWS & DOORS

CUSTOMER'S ORDER NO.		PHONE	MEMO REC	HELPER	DATE OF ORDER
BILL TO					STARTING DATE 8/29/23
ADDRESS					ORDER TAKEN BY
CITY					<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> EXTRA
JOB NAME AND LOCATION Las Estrellas					
				JOB PHONE	

DESCRIPTION OF WORK

Reinstall Black tile taken out for paint work

Room 130

2 hrs OT

TOTAL MATERIALS	
TOTAL LABOR	228 ⁰⁰
FREIGHT	
TAX	
DATE COMPLETED	WORK ORDERED BY
8/29/23	[Signature]
TOTAL AMOUNT	

Signature: [Signature]

I hereby acknowledge the satisfactory completion of the above described work.

No one here Total amount due for above work or Total billing to be mailed after completion of work



Commercial and Residential
An Equal Opportunity Employer

TWIN CITY ACOUSTICS, INC.
9449 SCIENCE CENTER DRIVE
NEW HOPE, MN 55428
P)763.535.6697 • F)763.535.5309
www.tcacoustics.com

TO: Sheehy Construction
360 West Larpentour Avenue
St. Paul, MN 55113

Attention: Dan

DATE: September 5, 2023
PROJECT: Pratt – Las Estrellas
LOCATION: Minneapolis, MN

ADDENDUM:

=====

We propose to furnish and install the following materials for the above referenced project in accordance with the terms and conditions listed below and in accordance with the project plans and specifications unless noted. Labor, materials and equipment necessary for the installation is included unless specifically stated to the contrary.

WORK ORDER #10785 (COPY ENCLOSED)

MATERIAL: \$65.10
LABOR (3 HOURS): \$342.00
FREIGHT: N/C
SALES TAX: \$4.90

TOTAL ADD: \$412.00

**NOTE: Dumpsters, sweeping & final cleaning to be furnished by General Contractor at no cost to Twin City Acoustics, Inc.
No seismic bracing or compression struts figured.**

Material, labor and sales tax included in our quote.

This proposal is valid for 30 days from date of issue. TERMS: Net cash for 90% of value of materials delivered on the job and labor for installing materials for the job during the previous 30 day period; shall be due the 10th of the following month, balance net cash after 30 days after completion. All taxes now or hereafter levied by any Federal, State or local authority, upon sale of foregoing materials are not included in the price and shall be paid by the purchaser unless specifically stated otherwise in this proposal.

Accepted by: _____

TWIN CITY ACOUSTICS, INC.

Company: _____

By: _____

Date: _____ Order No. _____

Derek Brinker
derek@tcacoustics.com



Andersen JELD WEN
WINDOW & DOOR

TWIN CITY ACOUSTICS, INC.
2655 CHESHIRE LANE NORTH
PLYMOUTH, MN 55447
PHONE: (763) 535-6697
FAX: (763) 535-5309

JOB WORK ORDER

No 10785

CUSTOMER'S ORDER NO		PHONE	MECHANIC	HELPER	DATE OF ORDER
BILL TO		ADDRESS			STARTING DATE
CITY		JOB NAME AND LOCATION			ORDER TAKEN BY
JOB PHONE		JOB PHONE			<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> EXTRA

Sheehy Const.

8/31/23

M-1401 Las Estrellas Elem.

DESCRIPTION OF WORK

Fix Grid & Tile where duct work
fell through grid

Material: 2-mains : \$19²⁰
 8-4' tees : \$25⁶⁰
 8-2' tees : \$12⁸⁰
 6- pre-tied wires \$7⁵⁰

Tiles provided

Labor: 3 hours

TOTAL MATERIALS	65	10
TOTAL LABOR	342	00
FREIGHT	N/C	
TAX	4	70
TOTAL AMOUNT	412	00

DATE COMPLETED 08/31/23

WORK ORDERED BY

Signature

- No one home
- Total amount due for above work or
- Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work



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TWIN CITY ACOUSTICS, INC.
9449 SCIENCE CENTER DRIVE
NEW HOPE, MN 55428
P)763.535.6697 • F)763.535.5309
www.tcacoustics.com

TO: Sheehy Construction
360 West Larpenteur Avenue
St. Paul, MN 55113

Attention: Dan

DATE: August 29, 2023

PROJECT: Pratt – Las Estrellas

LOCATION: Minneapolis, MN

ADDENDUM:

=====

We propose to furnish and install the following materials for the above referenced project in accordance with the terms and conditions listed below and in accordance with the project plans and specifications unless noted. Labor, materials and equipment necessary for the installation is included unless specifically stated to the contrary.

WORK ORDER #14523 (COPY ENCLOSED)

MATERIAL: \$0.00
LABOR (2 HOURS): \$228.00
FREIGHT: N/C
SALES TAX: \$0.00

TOTAL ADD: \$228.00

**NOTE: Dumpsters, sweeping & final cleaning to be furnished by General Contractor at no cost to Twin City Acoustics, Inc.
No seismic bracing or compression struts figured.**

Material, labor and sales tax included in our quote.

This proposal is valid for 30 days from date of issue. TERMS: Net cash for 90% of value of materials delivered on the job and labor for installing materials for the job during the previous 30 day period; shall be due the 10th of the following month, balance net cash after 30 days after completion. All taxes now or hereafter levied by any Federal, State or local authority, upon sale of foregoing materials are not included in the price and shall be paid by the purchaser unless specifically stated otherwise in this proposal.

Accepted by: _____

TWIN CITY ACOUSTICS, INC.

Company: _____

By: _____

Date: _____ Order No. _____

Derek Brinker
derek@tcacoustics.com



JELD WEN
WINDOWS & DOORS

TWIN CITY ACOUSTICS, INC.
8445 SCIENCE CENTER DRIVE
SUITE 100
NEW HOPE, MN 55428
PHONE: (763) 535-8897
FAX: (763) 535-5209

JOB WORK ORDER

14523

IDENTIFIER (ORDER NO)	PHONE	DATE OF ORDER	STARTING DATE
		8-25-23	8/25/23
BILL TO	ORDER TAKEN BY	<input type="checkbox"/> DRY WORK <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> EXTRA	
ADDRESS	JOB NAME AND LOCATION		
CITY	Las Estrellas		
JOB PHONE			

DESCRIPTION OF WORK

Reinstall Grid taken out for duct work
Room 129

Removal 1 hour - 8-22-23

30 min Reinstall 8-25

TOTAL MATERIALS

TOTAL LABOR

228

FREIGHT

TAX

TOTAL AMOUNT \$

228

DATE COMPLETED

8/25/23

WORK ORDERED BY

Signature

No one home

Total amount due for above work or

Total billing to be mailed at completion of work

I hereby acknowledge the satisfactory completion of the above described work



AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*

Pratt-Las Estrellas Ventilation Improvements (212258R)
Pratt Elementary School
66 Malcolm Avenue Southeast
Minneapolis, Minnesota 55414

Las Estrellas Elementary School
1201 University Avenue Northeast
Minneapolis, Minnesota 55413

OWNER: *(name and address)*

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

CONTRACT INFORMATION:

Contract For: General Construction

Date: February 14, 2023

CCD INFORMATION:

Directive Number: Two (2)

Date: August 30, 2023

ARCHITECT: *(name and address)*

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(name and address)*

Sheehy Construction Company
360 West Larpenteur Avenue
Saint Paul, Minnesota 55113

The Contractor is hereby directed to make the following change(s) in this Contract:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Provide modifications to the scope of the project including updating UV panel feeders at Las Estrellas as indicated in the attached PR #25 that was issued on August 22, 2023.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

Lump Sum decrease of \$0.00

Unit Price of \$ per

Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)

As follows: Provide work on a time and materials basis not to exceed \$443,604.31 and submit itemized documentation as necessary to substantiate adjustments to the contract for the items described above. Building access and work hours to be coordinated with the District.

2. The Contract Time is proposed to unchanged.. The proposed adjustment, if any, is zero days..

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Wold Architects and Engineers

Special School District #1 -
Minneapolis Public Schools

Sheehy Construction Company

ARCHITECT (Firm name)



SIGNATURE

Aaron Ausing | AIA, Associate

PRINTED NAME AND TITLE

August 30, 2023

DATE

OWNER (Firm name)



SIGNATURE

Jeff M. Helstrom Project Manager

PRINTED NAME AND TITLE

August 30, 2023

DATE

CONTRACTOR (Firm name)



SIGNATURE

Danial Hannover, PM

PRINTED NAME AND TITLE

10/10/2023

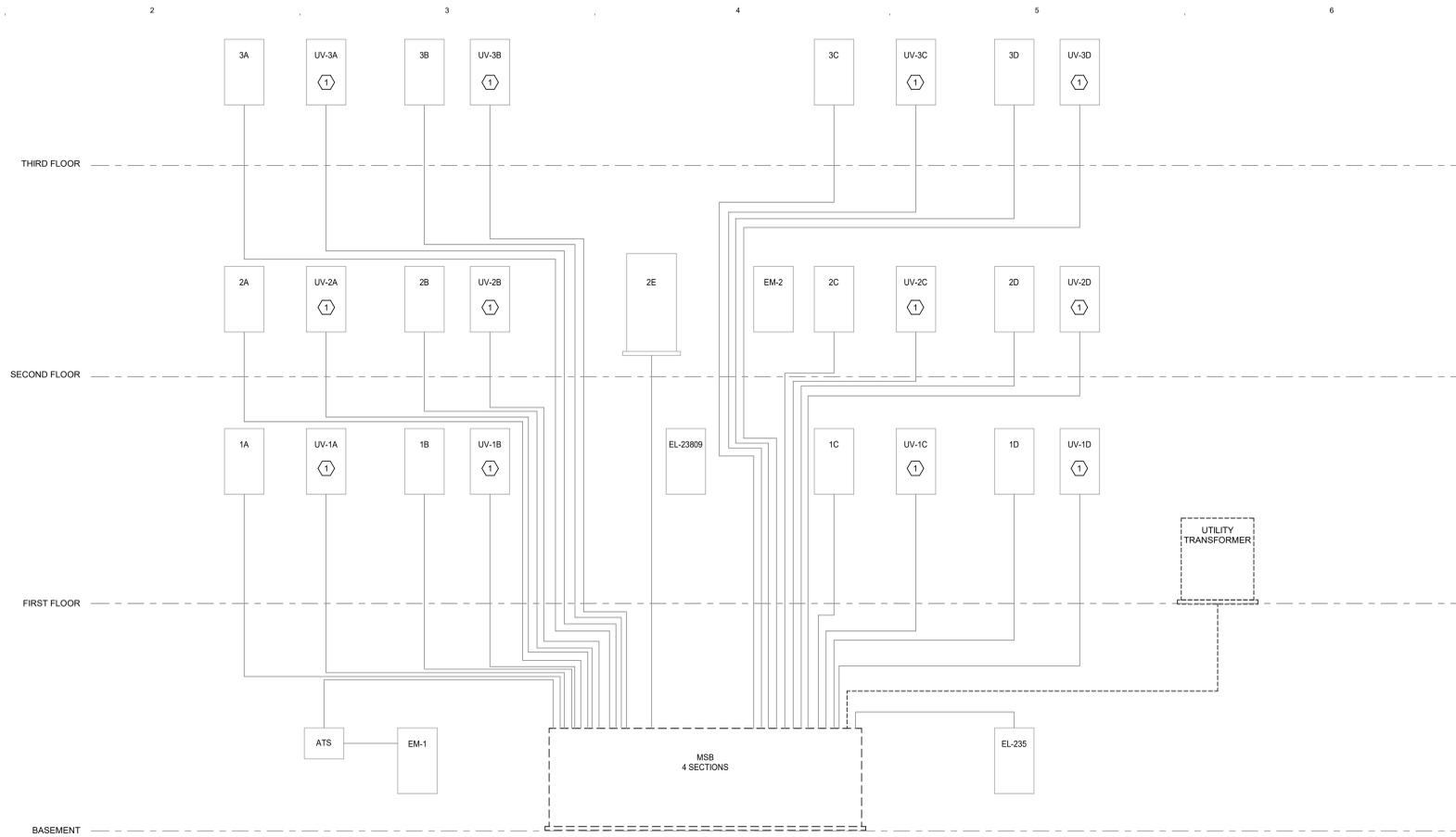
DATE



WOLD ARCHITECTS AND ENGINEERS
 332 Minnesota Street, Suite W2000
 Saint Paul, MN 55101

woldac.com | 651 227 7773

MN

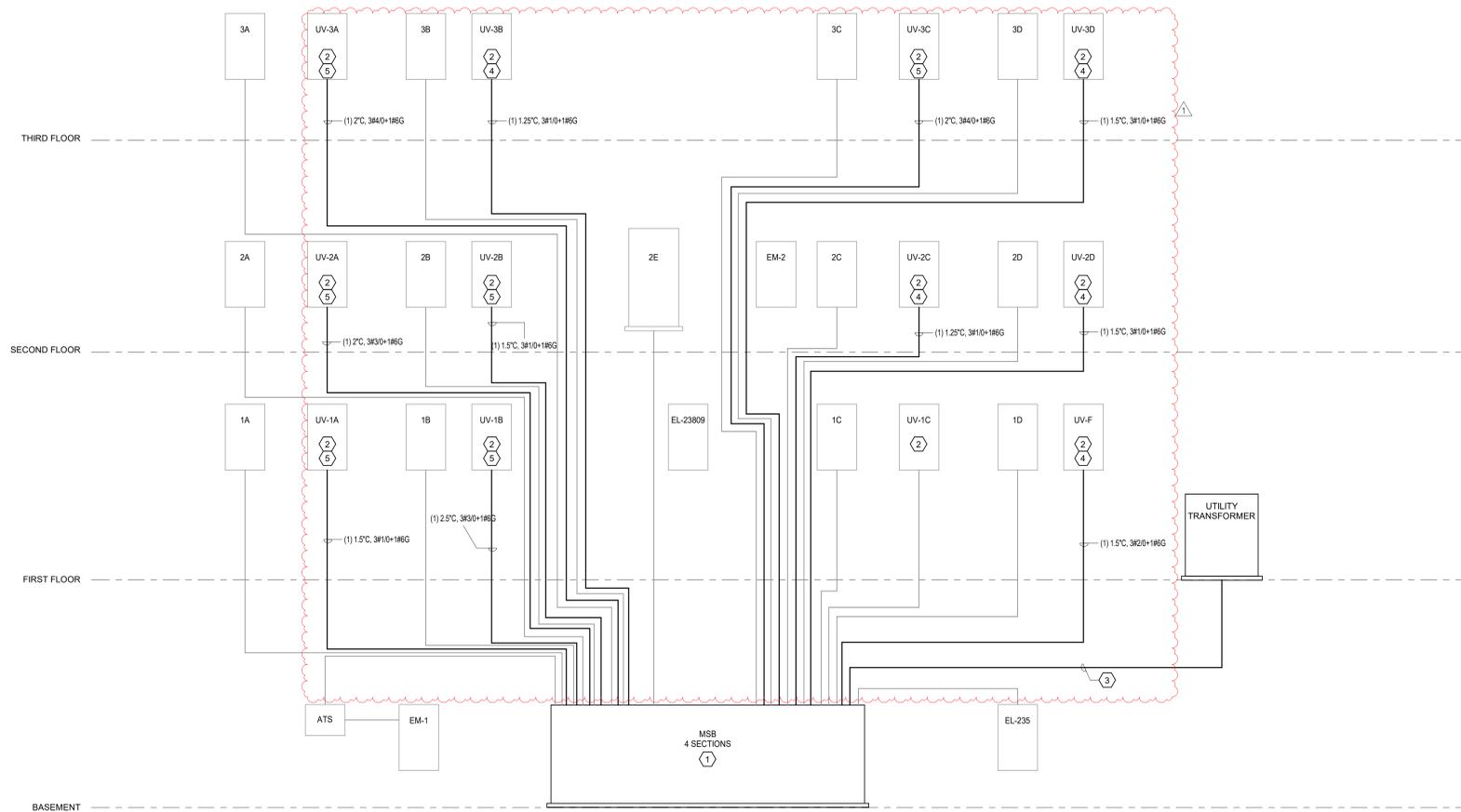


KEYED NOTES:
 1. REMOVE EXISTING FUSES, PREPARE PANEL FOR NEW FUSES AND INTERNAL HARDWARE.

1 RISER DIAGRAM - DEMO
 N.T.S.

3 PHASE FEEDER SCHEDULE (COPPER)		
	FEEDER 3W (NO NEUTRAL)	FEEDER 4W (WITH NEUTRAL)
ID	CONDUIT-PHASE-GROUND	CONDUIT-PHASE-GROUND
20A	(1) 1/2" C, 3#12+1#12G	(1) 1/2" C, 4#12+1#12G
30A	(1) 3/4" C, 3#10+1#10G	(1) 3/4" C, 4#10+1#10G
40A	(1) 3/4" C, 3#8+1#10G	(1) 3/4" C, 4#8+1#10G
50A	(1) 1" C, 3#6+1#10G	(1) 1" C, 4#6+1#10G
60A	(1) 1.25" C, 3#4+1#8G	(1) 1.25" C, 4#4+1#8G
80A	(1) 1.25" C, 3#3+1#8G	(1) 1.25" C, 4#3+1#8G
100A	(1) 1.25" C, 3#3+1#8G	(1) 1.25" C, 4#3+1#8G
125A	(1) 1.5" C, 3#1+1#8G	(1) 1.5" C, 4#1+1#8G
150A	(1) 1.5" C, 3#10+1#8G	(1) 1.5" C, 4#10+1#8G
175A	(1) 1.5" C, 3#20+1#8G	(1) 1.5" C, 4#20+1#8G
200A	(1) 2" C, 3#30+1#8G	(1) 2" C, 4#30+1#8G
225A	(1) 2" C, 3#40+1#8G	(1) 2.5" C, 4#40+1#8G
250A	(1) 2.5" C, 3#250+1#4G	(1) 2.5" C, 4#250+1#4G
300A	(1) 2.5" C, 3#350+1#4G	(1) 3" C, 4#350+1#4G
400A	(2) 2" C, 3#30+1#2G	(2) 2" C, 4#30+1#2G
500A	(2) 2.5" C, 3#250+1#2G	(2) 3" C, 4#250+1#2G
600A	(2) 3" C, 3#350+1#1G	(2) 3" C, 4#350+1#1G
800A	(3) 2.5" C, 3#300+1#10G	(3) 2.5" C, 4#300+1#10G
1000A	(3) 3" C, 3#400+1#20G	(3) 3.5" C, 4#400+1#20G
1200A	(4) 3" C, 3#350+1#30G	(4) 3" C, 4#350+1#30G
1600A	(5) 3" C, 3#400+1#40G	(5) 3.5" C, 4#400+1#40G
2000A	(6) 3" C, 3#400+1#250G	(6) 3" C, 4#400+1#250G
2500A	(7) 3" C, 3#500+1#300G	(7) 3" C, 4#500+1#300G
3000A	(8) 3.5" C, 3#500+1#400G	(8) 3.5" C, 4#500+1#400G

GENERAL NOTES:
 A. THE ABOVE FEEDER SCHEDULE IS A SCHEDULE OF TYPICAL FEEDERS AND SOME SIZES MAY NOT BE UTILIZED.
 B. ALL CONDUCTOR AMPACITIES ARE BASED ON TABLE 310-15 OF THE NEC FOR COPPER CONDUCTOR AT 75 DEG C.
 C. FEEDER SIZES SHOWN ON THE RISER DIAGRAM INDICATE FEEDER AMPACITIES AND DO NOT NECESSARILY CORRESPOND TO CIRCUIT BREAKER AMPACITIES. CERTAIN FEEDERS MAY BE SIZED FOR THE DURATION FACTORS REQUIRED BY CODE AND/OR ARE OVERSIZED FOR VOLTAGE DROP.
 D. WHERE PARALLEL CONDUITS ARE INDICATED FOR A SINGLE FEEDER, EACH CONDUIT SHALL CONTAIN PHASE, NEUTRAL AND GROUND CONDUCTORS INDICATED.
 E. CONDUIT ABOVE GRADE INDOORS SHALL BE EMT. CONDUIT ABOVE GRADE OUTDOORS SHALL BE GALVANIZED IMC OR RMC.
 F. EMT USED FOR PURPOSES OF SIZING CONDUIT. CONTRACTOR TO UPSIZE CONDUIT IF DIFFERENT THAN EMT.



KEYED NOTES:
 1. PROVIDE NEW 1600A, 120/208V, 3P, 4 WIRE SWITCHBOARD TO BE PURCHASED BY OWNER AND INSTALLED BY ELECTRICAL CONTRACTOR.
 2. PROVIDE NEW FUSES AND INTERNAL HARDWARE FOR EXISTING PANELBOARD. REUSE EXISTING ENCLOSURE.
 3. PROVIDE NEW 1600A FEEDER TO NEW MSB.
 4. PANEL TO BE FED FROM MSB. PROVIDE NEW 125A CIRCUIT BREAKER IN MSB.
 5. PANEL TO BE FED FROM MSB. PROVIDE NEW 150A CIRCUIT BREAKER IN MSB.

2 RISER DIAGRAM - NEW
 N.T.S.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA
 BRADLEY R. JOHANSEN
 License Number: 43836 Date: 08/16/2022

Description	Revisions	
	Date	Num
PR #25	8/22/23	1

Comm: 212258
 Date: 08/16/2022
 Drawn: J.FRAZIER
 Check: S.MCNAMARA

ELECTRICAL RISER DIAGRAMS

Scale: N.T.S.

LAS E-500

C:\Users\johansen\Documents\2023\23-2303 LAS ESTRELLAS ELEMENTARY SCHOOL\23-2303 LAS ESTRELLAS ELEMENTARY SCHOOL - VENTILATION IMPROVEMENTS - ELECTRICAL\23-2303 LAS ESTRELLAS ELEMENTARY SCHOOL - VENTILATION IMPROVEMENTS - ELECTRICAL - RISER DIAGRAMS\23-2303 LAS ESTRELLAS ELEMENTARY SCHOOL - VENTILATION IMPROVEMENTS - ELECTRICAL - RISER DIAGRAMS - NEW.dwg
 8/22/23 10:28:38 AM
 1/16/2022 10:28:38 AM

E

PR-25

DESCRIPTION: Reconfigure the feeders throughout the school to support the new power.

Schedule Impact:

PROJECT :	MPS - Las Estrellas / Pratt Venitlation Improvments	TIME	09:32:48
DATE :	10/17/23		
PROJECT MANAGER:	Dan Hannover		

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
NAC	1	LS			257318.00	0.00	0.00	257318.00
Painting by Nakasone	1	LS			6616.00	0.00	0.00	6616.00
Mulcahy-Nickolaus	1	LS			9951.00	0.00	0.00	9951.00
MN Controls	1	LS			1400.00	0.00	0.00	1400.00
						0.00	0.00	0.00
Demo / Temp Barriers						0.00	0.00	0.00
- Labor	164.5	HR	127.46			20967.17	0.00	0.00
- Material	3	EA		300.00		0.00	969.75	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Field Supervision	48	HR	148.84	5.00		7144.32	258.60	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								

SUBTOTALS	\$ 28,111.49	\$ 1,228.35	\$ 275,285.00
------------------	---------------------	--------------------	----------------------

TOTAL LABOR	\$ 28,111.49
TOTAL MATERIAL	\$ 1,228.35
TOTAL SUBCONTRACTS	\$ 275,285.00

SUBTOTAL	\$ 304,624.84
-----------------	----------------------

10% O&P on Labor and Material:	\$ 29,339.84	\$ 2,933.98
5% O&P on Subcontracts:	\$ 275,285.00	\$ 13,764.25
3% Bond/Insurance:	\$ 304,624.84	\$ 9,138.75

TOTAL	\$ 330,461.82
--------------	----------------------



CHANGE ORDER REQUEST #13 (R1)

GENERAL CONTRACTOR: Sheehy Construction - Danial Hannover

DATE: 10/12/23

EMAIL: danial.hannover@sheehyconstruction.com
PHONE: 651-328-8346

NAC JOB #: A4221MTR

PROJECT NAME: MPS LAS ESTRELLAS

REQUEST DESCRIPTION: Provide new feeds to UV panels per PR #25 riser. With NTE backup

RFI: -
CO: -
PR: #25

CONTRACTOR				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
	1	Jewell Scanning & Coring	3,610.00	3,610.00
				-
				-
				-
Subtotal				3,610.00
5%				181.00
Contractor Total				\$ 3,791.00

MATERIALS				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
	1	Misc Material	74,911.00	74,911.00
	1	Circuit Breakers	9,864.00	9,864.00
	1	AMP Mounting Hardware	5,946.00	5,946.00
				-
Tax				7,258.00
Shipping				200.00
Subtotal				98,179.00
10%				9,818.00
Material Total				\$ 107,997.00

LABOR				
COST CODE	HOURS	DESCRIPTION	RATE	EXTENDED
	577	Labor	123.00	70,971.00
	271	Labor (2ND SHIFT)	143.00	38,753.00
	44	Labor (OT)	168.00	7,392.00
	73	Labor (DT)	208.00	15,184.00
Labor Subtotal				132,300.00
10%				13,230.00
Labor Total				\$ 145,530.00
Change Order Sub-Total				\$ 257,318.00

Please Sign and Return for Work to be started:

Bonds 1.35%

Change Order Total **\$ 257,318.00**

Submitted by: Matt Troendle

Authorized by: _____



7749 Mississippi Lane
 Brooklyn Park, MN 55444
 763-516-2509

Invoice

Date	Invoice #
9/27/2023	2633

P.O. No.
A4221MTR

Bill To

NAC
 1001 Labore Industrial Court
 Suite B
 Vadnais Heights, MN 55110

Site

Las Estrellas School
 1201 University Ave NE
 Minneapolis, MN 55413

Description	Qty	Rate	Amount
8/30/2023		0.00	0.00
2" floor cores 10" thick	7	0.00	0.00
2.5" floor core 14" thick	1	0.00	0.00
8/31/2023		0.00	0.00
GPR Scan 2'x2' locations 10"-14" thick	4	0.00	0.00
3" floor core 28" thick	1	0.00	0.00
2" floor core 14" thick	2	0.00	0.00
2.5" floor core 14" thick	2	0.00	0.00
		3,610.00	3,610.00

Thank you for choosing Jewell Scanning & Coring LLC. Please contact Kristin with any questions, kjaakola@jewellscancore.com or 763-516-2509

Total	\$3,610.00
Payments/Credits	\$0.00
Balance Due	\$3,610.00

NOTES

Item						Material
#	Item #	Size	Item Desc	Qty	UOM	Mat Ext
29		60	4-WEEK LIFT RENTAL	2	EACH	2,400.00
30		63	COMP PIN ADAPTOR 1/0	18	EACH	900.00
31		64	COMP PIN ADAPTOR 2/0	3	EACH	150.00
32		65	COMP PIN ADAPTOR 3/0	3	EACH	165.00
33		66	COMP PIN ADAPTOR 4/0	6	EACH	354.00
34		67	COMP PIN ADAPTOR 300	3	EACH	207.00
35		73	PERMIT	1	EACH	333.00
36		74	TOOL RENTAL	1	EACH	1,564.00
37		75	LABELS	1	EACH	141.00
38		236	12X12X6 SCR-CVR BOX	4	EACH	227.88
39		237	18X18X6 SCR-CVR BOX	4	EACH	406.00
40		238	24X24X8 SCR-CVR BOX	1	EACH	227.80
41		3615 1 1/2"	EMT	1,505	FEET	6,381.20
42		3616 2"	EMT	1,465	FEET	7,281.05
43		3617 2 1/2"	EMT	440	FEET	3,313.20
44		4605 1 1/2"	EMT 90 ELBOW	24	EACH	360.00
45		4606 2"	EMT 90 ELBOW	16	EACH	320.00
46		4607 2 1/2"	EMT 90 ELBOW	4	EACH	164.00
47		5299 1 1/2"	EMT STEEL SS CONN	24	EACH	38.40
48		5300 2"	EMT STEEL SS CONN	16	EACH	36.96
49		5301 2 1/2"	EMT STEEL SS CONN	4	EACH	58.24
50		5343 1 1/2"	EMT STEEL SS COUP	175	EACH	292.25
51		5344 2"	EMT STEEL SS COUP	163	EACH	417.28
52		5345 2 1/2"	EMT STEEL SS COUP	48	EACH	816.00
53		5826 1 1/2"	PLASTIC BUSHINGS	24	EACH	7.20
54		5827 2"	PLASTIC BUSHINGS	16	EACH	8.80
55		5828 2 1/2"	PLASTIC BUSHINGS	4	EACH	4.96
56		7035 1 1/2"	EMT 1 HOLE STRAP	194	EACH	1,794.50
57		7036 2"	EMT 1 HOLE STRAP	189	EACH	2,914.38
58		7037 2 1/2"	EMT 1 HOLE STRAP	57	EACH	237.69
59		7185 1 1/2"	HOLE DRILL & PATCH	24	EACH	360.00
60		7186 2"	HOLE DRILL & PATCH	16	EACH	320.00
61		7187 2 1/2"	HOLE DRILL & PATCH	6	EACH	150.00
62		7881	\$5 MOUNTING HARDWARE	9	EACH	45.00
63		11135 6.	THHN STR CU	3,320	FEET	2,556.40
64		11140 1/0	THHN STR CU	4,095	FEET	10,237.50
65		11141 2/0	THHN STR CU	840	FEET	2,587.20
66		11142 3/0	THHN STR CU	1,350	FEET	5,251.50
67		11143 4/0	THHN STR CU	2,325	FEET	11,229.75
68		11145 300	THHN STR CU	1,350	FEET	10,651.50
69		16246 125/3	CIRCUIT BREAKER	5	EACH	0.00
70		16247 150/3	CIRCUIT BREAKER	6	EACH	0.00
Grand Totals						74,910.64



DISTRICT MAIN HOUSE
 2300 EAST 25TH ST
 MINNEAPOLIS MN 55406-1221
 Phone: 612-728-3500
 Fax: 612-729-2889

To: ISD 1 - MINNEAPOLIS SCHOOL DISTRICT
 ATTN: ACCOUNTS PAYABLE
 1250 W BROADWAY AVE
 MINNEAPOLIS MN 55411-2533
 Attn: Justin Greif
 Phone: 612-668-0390
 Fax:
 Email:

Date: 08/24/2023
Proj Name: LAS ESTRELLAS BREAKER
GB Quote #: 0244060939 Rev-1
 Release Nbr:
 Purchase Order Nbr: 88881
 Additional Ref#
 Valid From: 08/09/2023
 Valid To: 09/08/2023
 Contact: SACHA MULLER
 Email: sacha.muller@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: Prices do not include freight charges.

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		6 EA	OMNI CABLE	PDD23G0150TFF L		\$896.69	1	\$5,380.14
200		5 EA	OMNI CABLE	PDD23G0125TFF L		\$896.69	1	\$4,483.45
300		11 EA	AMP MFG & SUPPLY	AMP PD2 TWIN MOUNT KIT		\$540.54	1	\$5,945.94

Total in USD (Tax not included): \$15,809.53

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: ISD 1 - MINNEAPOLIS SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
1250 W BROADWAY AVE
MINNEAPOLIS MN 55411-2533
Attn: Justin Greif

Date: 08/24/2023
Proj Name: LAS ESTRELLAS BREAKER
GB Quote #: 0244060939 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

PAINTING BY

NAKASONE

Commercial Painting and Wallcovering 1535 Marshall Ave., St. Paul, MN 55104 (651) 646-6999

Fax: 646-679

October 17, 2023

Sheehy Construction
360 W Larpenteur Ave
St. Paul, MN 55113

Project –

Pratt / Las Estrella Schools
Minneapolis, MN

RFCO

Re: **PR #25 – Conduit Painting**

- Labor and materials to prep and finish paint conduit piping per PR #25

Labor – 58 hours @ \$94.00 = \$5,452.00

Materials - \$ 976.00

Total - \$6,616.00

Thank you,


John Kolbow

Painting by Nakasone

MULCAHY **MN** NICKOLAUS

DRYWALL • PLASTER • EIFS • FIREPROOFING • PAINTING

2980 Granada Lane N., Ste 100 | Oakdale, MN 55128

Phone: 651-770-5250 Fax: 651-770-8118

www.mulcahynickolaus.com

PROPOSED CONTRACT CHANGES

Date: <u>Thursday, August 24, 2023</u>	Project Name: <u>MPS - Pratt & Las Estrellas</u>
To: <u>Sheehy Construction</u>	Mul-Nic Job # <u>22220</u>
Attn: <u>Danial Hannover</u>	Mul-Nic FWO # <u>PR25</u>
Address: <u>360 West Larpenter Avenue</u>	Reference # _____
<u>St. Paul, MN 55113</u>	Reference Date: _____

Description of work ADDED / DELETED:	
Plaster Patch 20 panels per photo	

Labor:			
Foreman:	0	Hours @ \$110.00 / Hour	\$0.00
Carpenter:	0	Hours @ \$108.00 / Hour	\$0.00
Taper:	0	Hours @ \$108.00 / Hour	\$0.00
Plaster:	48	Hours @ \$108.00 / Hour	\$5,184.00
Painter:	0	Hours @ \$108.00 / Hour	\$0.00
Overtime:	0	Hours @ \$38.00 / Hour	\$0.00
Total Labor Cost			\$5,184.00

Materials and Equipment:			
Mulcahy-Nickolaus owned equipment % of Labor Cost:	5%		\$259.20
Plaster Materials:			\$1,030.00
Painting Materials:			\$0.00
Sundries:	2.5%		\$0.00
Equipment Rental:			\$0.00
<i>Material Subtotal:</i>			\$1,289.20
<i>Add % Sales Tax:</i> 8.03%			\$103.46
Total Material Cost:			\$1,392.66

General Conditions:			
Per Diem (Parking):			\$0.00
Per Diem (Travel):			\$0.00
Delivery Expense:			\$0.00
Total General Conditions Cost:			\$0.00

Overhead, Profit and Bonding			
			\$6,576.66
<i>Labor, Material, Equipment & General Conditions Subtotal</i>			
Technology & Client Support Fee	0.50%		\$32.88
Overhead	10%		\$660.95
Profit	10%		\$723.76
Total Cost Plus OH&P			\$7,994.26
Bond (if required):	0%		\$0
Grand Total Add:			\$7,994
<i>TOTAL MATERIALS, EQUIPMENT, GENERAL CONDITIONS & BOND:</i>			\$2,810
<i>TOTAL LABOR:</i>			\$5,184

Please contact me should you have any questions regarding the above information.

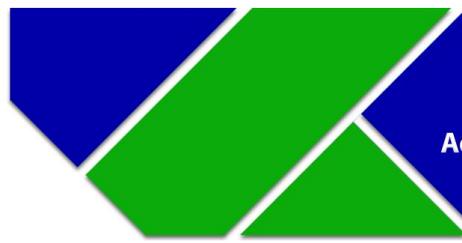
Respectfully,

Devin Mulcahy - Project Manager

Phone / Main: 651-770-5250

Cell: 651-528-3071

Email: devin.mulcahy@mulcahynickolaus.com



Minnesota Controls Inc.

Email: service@minnesotacontrols.com

Address: 5100 Hillsboro Ave N, Minneapolis MN

Phone: 763-308-3890

CONSTRUCTION CHANGE ORDER

PROJECT NAME	Pratt - Las Estrellas Ventilation Improvements		
LOCATION OF WORK	MPS – Pratt & Las Estrellas		
PROJECT MANAGER	David Johnson	CLIENT	Sheehy Construction
REQUESTING PARTY	Minnesota Controls	DATE OF REQUEST	10/16/2023

CHANGE REQUEST OVERVIEW

DESCRIPTION OF CHANGES NEEDED	MN Controls labor to support UV startup as feeders were moved.
REASON FOR CHANGE	As the feeders were brought online, the UV controllers needed to have programming rewritten, compressors function tested and a deficiency list generated.
SUPPORT & JUSTIFICATION DOCUMENTS	<i>List all attached documents which support the requested change, and justify any increased cost and time.</i> PR# 25 8 hrs MN Controls programming and checkout @ \$175 = \$1,400

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIMES

ORIGINAL PRICE		ORIGINAL TIMES	
NET CHANGES OF PREVIOUS CHANGE ORDERS		NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	
NET INCREASE / DECREASE	+\$1,400.00	NET INCREASE / DECREASE	
TOTAL CONTRACT PRICE WITH APPROVED CHANGES		TOTAL CONTRACT TIME WITH APPROVED CHANGES	
ACCEPTED BY		APPROVED BY	
SIGNATURE		SIGNATURE	
NAME & TITLE		NAME & TITLE	
DATE		DATE	

PR-31

DESCRIPTION: PR-31 Condensate Pumps

Schedule Impact: N/A

PROJECT : MPS - Las Estrellas / Pratt Venitlation Improvments
DATE : 10/16/23 **TIME** 14:45:08
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****						-	-	-
						0.00	0.00	0.00
NAC	1	LS			2270.50	0.00	0.00	2270.50
MN Controls	1	LS			13900.00	0.00	0.00	13900.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
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						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****						-	-	-

SUBTOTALS	\$	-	\$	-	\$ 16,170.50
------------------	----	---	----	---	---------------------

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 16,170.50

SUBTOTAL	\$ 16,170.50
-----------------	---------------------

10% O&P on Labor and Material:	\$	-	\$	-
5% O&P on Subcontracts:	\$	16,170.50	\$	808.53
3% Bond/Insurance:	\$	16,170.50	\$	485.12

TOTAL	\$ 17,464.14
--------------	---------------------



CHANGE ORDER REQUEST #19

GENERAL CONTRACTOR: Sheehy Construction - Danial Hannover

DATE: 09/12/23

EMAIL: danial.hannover@sheehyconstruction.com
PHONE: 651-328-8346

NAC JOB #: A4220MTR

PROJECT NAME: MPS PRATT

REQUEST DESCRIPTION: Add power connections to (4) additional condensate pumps and convert outlets to lockable type switches at all (8) pumps

RFI: -
CO: -
PR: #31

CONTRACTOR				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
				-
				-
				-
				-
			Subtotal	-
			5%	-
			Contractor Total	\$ -

MATERIALS				
COST CODE	QTY	DESCRIPTION	COST	EXTENDED
	1	Misc Material	487.00	487.00
				-
				-
				-
			Tax	39.00
			Shipping	-
			Subtotal	526.00
			10%	53.00
			Material Total	\$ 579.00

LABOR				
COST CODE	HOURS	DESCRIPTION	RATE	EXTENDED
	12.5	Labor	123.00	1,537.50
				-
				-
				-
			Labor Subtotal	1,537.50
			10%	154.00
			Labor Total	\$ 1,691.50
			Change Order Sub-Total	\$ 2,270.50
			Bonds 1.35%	-

Please Sign and Return for Work to be started:

Change Order Total \$ 2,270.50

Submitted by: Matt Troendle

Authorized by: _____



Mechanical and Electrical Services

1001 Labore Industrial Court, Suite B
Vadnais Heights, Minnesota 55110

WORK ORDER

Main: (651) 490-9868

Fax: (651) 490-1636

service@nac-hvac.com

www.nac-hvac.com

comments@nac-hvac.com

DISPATCH/JOB NUMBER: _____

DATE: 9/11/23

JOB COMPLETED INCOMPLETE

PRATT ELEMENTARY

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CUSTOMER PURCHASE ORDER NO.

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- TEMPERATURE CONTROL
- ELECTRICAL
- PLUMBING
- PIPEFITTING
- SHEET METAL
- HVAC SERVICE

EQUIPMENT MAKE _____ MODEL _____ SERIAL NUMBER _____ UNIT NO. _____

DESCRIPTION OF WORK REQUESTED/PERFORMED:

ADD RECEPTACLE POWER FOR ADDED CONDENSATE PUMPS IN
ROOMS 103, 104, 105, 203

MATERIALS	
PO. #	PART NUMBER / DESCRIPTION
	<u>100' - 1/2" WHITE EMT</u>
	<u>300' - #12 THHN</u>
	<u>4- 1900 BOXES</u>
	<u>4- DECORA RAISED COVERS</u>
	<u>4- 20A TRGFCI BROWN</u>
MATERIALS NEEDED / COMMENTS	

DATE	TECHNICIAN	TIME		TOTAL
		START	FINISH	
<u>8/4</u>	<u>MIKE SIMONSON</u>			<u>2</u>
<u>8/7</u>	<u>COLIN RYAN</u>			<u>6</u>

CUSTOMER SIGNATURE _____

Have comments? E-mail us at comments@nac-hvac.com



Mechanical and Electrical Services

1001 Labore Industrial Court, Suite B
Vadnais Heights, Minnesota 55110

WORK ORDER

Main: (651) 490-9868

Fax: (651) 490-1636

service@nac-hvac.com

www.nac-hvac.com

comments@nac-hvac.com

DISPATCH/JOB NUMBER: _____

DATE: 9/11/23

JOB COMPLETED

INCOMPLETE

PRATT ELEMENTARY

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CUSTOMER PURCHASE ORDER NO.

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TEMPERATURE CONTROL

ELECTRICAL

PLUMBING

PIPEFITTING

SHEET METAL

HVAC SERVICE

EQUIPMENT MAKE

MODEL

SERIAL NUMBER

UNIT NO.

DESCRIPTION OF WORK REQUESTED/PERFORMED:

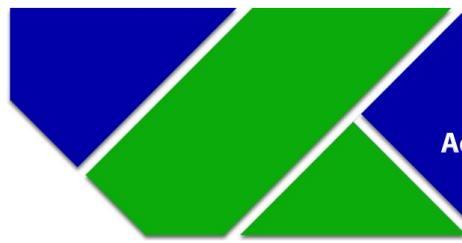
REPLACE RECEPTELES CHANGE TO DISCONNECTS FOR ALL CONDENSATE PUMPS
ROOMS 007, CAFETERIA, 8B, 8B-A, 103, 104, 105, 203.

MATERIALS	
P.O. #	PART NUMBER / DESCRIPTION
	8- 20A 1P SWITCHES
	8- SWITCH RS COVERS
	1- 1900 BOX
MATERIALS NEEDED / COMMENTS	

DATE	TECHNICIAN	TIME		TOTAL
		START	FINISH	
8/31	COLIN RYAN			4 1/2

CUSTOMER SIGNATURE

Have comments? E-mail us at comments@nac-hvac.com



Minnesota Controls Inc.

Email: service@minnesotacontrols.com

Address: 5100 Hillsboro Ave N, Minneapolis MN

Phone: 763-308-3890

CONSTRUCTION CHANGE ORDER

PROJECT NAME	Pratt - Las Estrellas Ventilation Improvements		
LOCATION OF WORK	MPS – Pratt & Las Estrellas		
PROJECT MANAGER	David Johnson	CLIENT	Sheehy Construction
REQUESTING PARTY	Minnesota Controls	DATE OF REQUEST	10/3/2023

CHANGE REQUEST OVERVIEW

DESCRIPTION OF CHANGES NEEDED	<p>Add condensate pump overflow switch, wiring, and custom alarm graphics/programming to: Pratt: UV-009,017,104, 105 FCU-014, 015, 103 Las Estrellas: UV-312, 314, 324, 326</p> <p>Includes removing and replacing covers, conduit, wiring, function testing, alarming and graphics based on current condensate pump locations.</p> <ul style="list-style-type: none"> Excludes any paint or sheet metal modification/repair. Excludes overtime, standard business hours only 7am-3pm.
REASON FOR CHANGE	<p>PR States: Retrofit the condensate pump with a float alarm set to indicate a high-water condition. Modify the unit programming to lockout unit operation in the event of a high-water indication and send an alarm to the operator.</p>
SUPPORT & JUSTIFICATION DOCUMENTS	<p>List all attached documents which support the requested change, and justify any increased cost and time.</p> <p>PR# 031 44 hrs MN Controls install @ \$175 = \$7,700 32 hrs MN Controls programming, graphics, checkout @ \$175 = \$5,600 Material \$600 Total Cost - \$13,900</p>

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIMES

ORIGINAL PRICE		ORIGINAL TIMES	
NET CHANGES OF PREVIOUS CHANGE ORDERS		NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	
NET INCREASE / DECREASE	+ \$13,900.00	NET INCREASE / DECREASE	
TOTAL CONTRACT PRICE WITH APPROVED CHANGES		TOTAL CONTRACT TIME WITH APPROVED CHANGES	
ACCEPTED BY		APPROVED BY	
SIGNATURE		SIGNATURE	
NAME & TITLE		NAME & TITLE	
DATE		DATE	



Change Order

Name: Johnny Wadsworth
 Firm: Master Mechanical
 Project: Pratt/Las Estrellas
 Re: PR 42 existing LPR to steam condensate

Date: 10/19/23
 Master Mechanical Project No.: 9874
 Master Mechancial COR No. 16

Equipment and Material

Equipment: \$0
 Material: \$847
 Sales tax: \$65
 Freight: \$0
 Subtotal: \$912

Equipment and Material: \$912

Labor

50.4 hours @ \$113.00 / hr. Field \$5,695
 0.0 hours @ \$115.00 / hr. Shop \$0
 0.0 hours @ \$120.00 / hr. Drafting \$0
 0.0 hours @ \$150.00 / hr. Delivery \$0
 0.0 hours @ \$120.00 / hr. Supervision \$0
 0.0 hours @ \$145.00 / hr. Project Manager \$0
 Subtotal: \$5,695

Labor: \$5,695

Subcontractors

Excavator \$0
 Concrete Saw Cutting & Patching \$0
 Material / Personnel Lift Rental \$0
 Mechanical Insulation \$1,836
 Structural Engineering \$0
 Rigging \$0
 Roofing \$0
 Temperature Control \$0
 Test & Balance \$0
 \$0
 \$0
 \$0
 Subtotal: \$1,836
 5 % O. H.: \$92
 Subcontractors Subtotal: \$1,928

Equipment, Material & Labor: \$6,607

10 % O.H.: \$661
 0 % Profit: \$0

Subcontractors: \$1,928

0 % Bond: \$0

1 % Permit: \$93

Change Order Total: \$9,288

**FIRST AMENDMENT AMD-14274 TO CONTRACT MAS-13625 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND WIDE AREA TRANSPORTATION
SERVICES INC (WATSI)**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Wide Area Transportation Services Inc (WATSI), dated November 1, 2023 ("Contract") is made and entered into by and between Special School District No. 1 ("District") and Wide Area Transportation Services Inc (WATSI) ("Contractor") (collectively "parties").

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law ("District") and Wide Area Transportation Services Inc (WATSI) ("Contractor") entered into a contract titled Student Transportation for a period between 11/1/2023 through 6/30/2027 ("Contract"), and

WHEREAS, the Parties now desire to amend the contract;

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

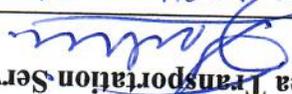
Section 3.1 of the Contract shall be amended to read to add \$700,000

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____
Name: _____
Title: _____
Date: _____

Wide Area Transportation Services Inc (WATSI)
By: 
Name: JOSEPH TSEHAI
Title: OPERATIONS MANAGER
Date: 10/11/2023

FORM B

RESOLUTION OF SCHOOL BOARD/GOVERNING BOARD SUPPORTING FORM B APPLICATION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in athletics and fine arts;

Edison High School

WHEREAS, the Governing Board of [Name of School] Click or tap here to enter text. recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools to provide seminars/training opportunities or support for specific school functions for students/faculty members/officials and others who are involved in athletic and fine arts programs.

Edison High School

THEREFORE, BE IT RESOLVED, that the Governing Board of [Name of School] Click or tap here to enter text. supports the school's application to the Minnesota State High School League Foundation for a **FORM B** grant.

Click or tap here to enter text.

Date 11/2/23



Board Chair/Head of School

Click or tap here to enter text.

Date

Board Clerk - Treasurer

A RESOLUTION submitted by an Activity Conference or Region Committee must adhere to the same form and context of the School Board Resolution above.



MINNEAPOLIS
PUBLIC SCHOOLS

To: Minneapolis Board of Education
From: Rochelle Cox, Interim Superintendent of Schools
Subject: **Policy 7010 Environmental Health & Safety Annual Update (SY 23/24)**
Date: November 14, 2023

Cover Memo

Recommendation

The Board of Education accepts the plans and procedures that have been established to protect employees, students, volunteers, and visitors while on district property and grounds. Written plans and reports are available for review [Environmental Health & Safety \(mpls.k12.mn.us\)](https://mpls.k12.mn.us) or by contacting the Environmental Health & Safety (EH&S) Division. The MPS Lead in Water Safety Plan was updated to meet 2023 Minnesota legislative changes to MN Statute 121A.335. The updated Lead in Water Safety Plan is submitted for adoption by the Board and is available for review [Lead In Water Safety Plan \(mpls.k12.mn.us\)](https://mpls.k12.mn.us).

Background

Policy 7010 Environmental Health & Safety is established to provide a safe and healthy learning and work environment; to increase safety awareness, to help prevent accidents and injuries; to reduce risk of liability; and to comply with health and safety, environmental and occupational health laws, rules, and regulations for the benefit of its students, staff, visitors, and contractors. Programs established under Policy 7010 include accident and injury reduction, environmental conditions, hazardous materials, systems safety, and communications.

Summary

The Lead in Water Safety Plan was updated to meet 2023 Minnesota legislative changes to MN Statute 121A.335. The updated Lead in Water Safety Plan is submitted for adoption by the Board and is available for review [Lead In Water Safety Plan \(mpls.k12.mn.us\)](https://mpls.k12.mn.us). EH&S funding is submitted and approved by the Board of Education as part of the Long-Term Facilities Maintenance Ten-year plan. Under existing programs, reports are maintained for accident & injury reduction, fire & life safety, playgrounds, indoor air quality, lead in water, radon, radio frequency, asbestos, science laboratories, Career & Technology Education classrooms, theatrical rigging systems and bleachers. Reports are available through the Environmental Health & Safety website or by contacting EH&S

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2023-0055**

RESOLUTION ADOPTING POLICY 5695

WHEREAS, School districts are required by state or federal law to have a policy addressing this matter; and

WHEREAS, The Board’s Policy Committee has recommended the proposed new policy.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: **ADOPTION** “Policy 5695: Student Surveys” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

A D O P T I O N

Policy 5695: Student Surveys(*Added*)

1. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys. For purposes of this policy, a survey is defined as a systematic process of gathering information, data, feedback, and/or opinions from students about specific topics for the purpose of research, analysis, evaluation, and/or compliance. Surveys may include, but are not limited to, paper and digital questionnaires, interviews, and evaluations. For purposes of this policy, neither of the following is a survey: a question or series of questions asked of students in the regular course of educational instruction; or any screening tool or assessment administered to a student for the purpose of identifying the student’s unique needs for supports and services.

2. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 United States Code section 1232h.

3. STUDENT SURVEYS IN GENERAL

a. Student surveys must be conducted anonymously. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student’s returning a

survey will be maintained. In unique and compelling circumstances, an exception may be granted to the anonymous survey requirement. A survey may be conducted non-anonymously if the superintendent or designee gives written approval. Parents or guardians must be given notice of the survey, an opportunity to review an example of the survey, and an opportunity to opt out their student, as provided in Section 5.b. and 5.c. of this policy.

- b. The superintendent or designee may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- c. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- d. Even when surveys are conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in their responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), 20 United States Code section 1232g (Family Educational Rights and Privacy Act) and 34 Code of Federal Regulations Part 99.
- e. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

4. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

- a. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.
- b. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
 - i. political affiliations or beliefs of the student or the student's parent;
 - ii. mental and psychological problems of the student or the student's family;

- iii. sex behavior or attitudes;
- iv. illegal, antisocial, self-incriminating, or demeaning behavior;
- v. critical appraisals of other individuals with whom respondents have close family relationships;
- vi. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- vii. religious practices, affiliations, or beliefs of the student or the student's parent; or
- viii. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

c. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies or procedures consistent with Sections 4.a. and 4.b., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

i. The following policies or procedures are to be adopted in consultation with parents:

(1) The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting in loco parentis (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

(2) Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section 4.b., above, including the right of a parent of a student to inspect, on request, any such survey.

(3) The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

(4) The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 United States Code section 1400, et seq.).

(5) The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for

selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(A) “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(B) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

(a) college or other post-secondary education recruitment or military;

(b) book clubs, magazines, and programs providing access to low cost literary products;

(c) curriculum and instructional materials used by elementary and secondary schools;

(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(C) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section 4.c.1., Subparagraph 5., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.

ii. The policies adopted under Section 4.c., Subparagraph i., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.

(1) The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

(2) The notice will provide parents with an opportunity to opt out of participation in the following activities:

(A) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(B) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section 4.b., above.

(C) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

“Invasive physical examination” means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

(3) The notice will advise students of the specific or approximate dates during the school year when the activities in Section 4.c.ii., Subparagraph 2., above, are scheduled, or expected to be scheduled.

(4) The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

5. NOTICE

a. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.

- b. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- c. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Original Adoption:

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out) 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) 20 U.S.C. § 1232h (Protection of Pupil Rights) 34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations) Gonzaga University v. Doe, 536 U.S. 273 (2002) C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005) Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Feerayarre	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____

Presiding Officer

Attest

 Sharon El-Amin, Chair, Minneapolis
 Public Schools

 Lori Norvell, Clerk, Minneapolis
 Public Schools

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2023-0065**

RESOLUTION AMENDING POLICY 6222

WHEREAS, The proposed revisions are required to align to a recent change in state or federal law; and **WHEREAS**, The Board’s Policy Committee has recommended the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: **AMENDMENT** “Policy 6222: Online Instruction” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6222: Online Instruction

1. PURPOSE

~~This policy adopts measures to allow Minneapolis Public Schools to become a provider of online learning, and establishes the limitations on that provision.~~

2. GENERAL STATEMENT OF POLICY

- ~~a. In order to meet the educational goals of the students of Minneapolis Public Schools opportunities to use non-traditional means of instruction should be included. Use of internet based, or online instruction, is an appropriate means of allowing students to receive instruction, achieve credits toward high school completion, make up missed credits, enrich and, when appropriate, to accelerate their academic progress. Minneapolis Public Schools will offer online instruction to secondary students that meet or exceed the requirements of Minnesota law.~~
- ~~b. Enrollment in Minneapolis Online Learning Limitations. The Superintendent or his or her designee shall determine whether or not a student’s application for online instruction shall be approved based on the following criteria:~~
 - ~~i. completion of the application process for online instruction, including written permission from the parent of any student under eighteen years of age;~~
 - ~~ii. compliance with the terms of a student’s Individual Education Program (IEP) or 504 plan., if any;~~
 - ~~iii. evidence of completion of any prerequisite course or instruction required by the online course;~~
 - ~~iv. that approval of the application shall not result in a student’s enrollment in more than 135% of the student’s regular full time~~

- ~~(2) Tuition shall be charged for any student enrolled in a district other than the Minneapolis Public Schools for whom online learning funds are not available.~~

~~3. RESPONSIBILITY~~

- ~~a. The Superintendent may promulgate regulations and establish procedures for the implementation of this policy.~~
~~b. The Superintendent shall provide the Board of Education with an annual report on the program.~~

4. PURPOSE

The purpose of this policy is to recognize and govern online instruction options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online instruction site for supplemental or full-time online learning.

5. GENERAL STATEMENT OF POLICY

- a. The school district shall not prohibit an enrolled student from applying to enroll in online instruction.
b. The school district shall grant academic credit for completing the requirements of an online instruction course or program.

6. DEFINITIONS

- a. "Blended instruction" means a form of digital instruction that occurs when a student learns part time in a supervised physical setting and part time through online instruction under paragraph (e).
- b. "Digital instruction" means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.
- c. "Enrolling district" means the school district in which a student is enrolled under Minnesota Statutes, section 120A.22, subdivision 4.
- d. "Online course syllabus" means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph (i); course content outline; required course assessments; instructional methods; communication procedures with students, guardians, and the enrolling district under paragraph (c); and supports available to the student.
- e. "Online instruction" means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.
- f. "Online instructional site" means a site that offers courses using online instruction under paragraph (e) and may enroll students receiving online instruction under paragraph (e).
- g. "Online teacher" means an employee of the enrolling district under paragraph (c) or the supplemental online course provider under paragraph (j) who holds the appropriate licensure under Minnesota Rules, chapter 8710, and is trained to provide online instruction under paragraph (e).
- h. "Student" means a Minnesota resident enrolled in a school defined under

Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.

- i. "Supplemental online course" means an online learning course taken in place of a course provided by the student's enrolling district under paragraph (c).
- j. "Supplemental online course provider" means a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph (i).

7. DIGITAL INSTRUCTION

- a. An enrolling district may provide digital instruction, including blended instruction and online instruction, to the district's own enrolled students. Enrolling districts may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.
- b. When online instruction is provided, an online teacher shall perform all duties of teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 40 students in any one online learning course or section.
- c. Students receiving online instruction full time shall be reported as enrolled in an online instructional site.
- d. Curriculum used for digital instruction shall be aligned with Minnesota's current academic standards and benchmarks.
- e. Digital instruction shall be accessible to students under section 504 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.
- f. An enrolling district providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674 to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.
- g. An enrolling district providing digital instruction shall establish and document procedures for determining attendance for membership and keep accurate records of daily attendance under Minnesota Statutes, section 120A.21.

8. SUPPLEMENTAL ONLINE COURSES

- a. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.

- b. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:

 - i. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing;
 - ii. apply to take supplemental online courses for up to 50 percent of the student's scheduled course load; and
 - iii. apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit.
- c. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.
- d. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:

 - i. use an application form specified by MDE;
 - ii. notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application;
 - iii. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;
 - iv. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;
 - v. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling district's designated online learning liaison.
- e. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.
- f. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final

and binding for both the enrolling district and the supplemental online course provider.

g. A supplemental online course provider must participate in continuous improvement cycles with MDE.

9. ENROLLING DISTRICT

a. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.

b. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.

c. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:

i. the enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider; and

ii. the online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.

d. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.

e. An enrolling district must appoint an online learning liaison who:

i. provides information to students and families about supplemental online courses;

ii. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and

iii. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.

f. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.

g. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or

requirement is met.

- h. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.
- i. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

10. REPORTING

Courses that include blended instruction and online instruction must be reported in the manner determined by the Commissioner of MDE.

Original Adoption:

05/27/2008

Legal References:

- ~~Minn. Stat §124D.095 (Online Learning Option Act) Minn. Stat §120A.22 (Compulsory Instruction Law)~~
- Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)
- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. § 120A.24 (Reporting)
- Minn. Stat. § 124D.03 (Enrollment Options Act)
- Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
- Minn. Stat. § 124D.094 (Online Instruction Act)
- Minn. Stat. Ch. 124E (Charter Schools)
- Minn. Rules Ch. 8710 (Teacher and Other School Professional Licensing)

MPS Policy Cross References:

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 3240 (Revenue and Tuition for Non-School Day Programs)
- Policy 5000 (Equal Educational Opportunity)
- Policy 5290 (Tuition for School Day Programs)
- Policy 5391 (Graduation Requirements)
- Policy 6207 (Rigorous Course Waiver)
- Policy 6621 (Awarding Credit by Assessment)
- Regulation 6222 A (Definitions – Online Learning)
- Regulation 6222 B (Responsibility and Parent Involvement)
- Regulation 6222 C (Instruction and Enrollment)

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Feerayarre	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____

Presiding Officer

Attest

 Sharon El-Amin, Chair, Minneapolis
 Public Schools

 Lori Norvell, Clerk, Minneapolis
 Public Schools

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0068
November 14, 2023

Resolution authorizing an extension of the Minneapolis Youth Coordinating Board Joint Powers Agreement

WHEREAS, the Special School District No. 1 (“School District”), The City of Minneapolis (“City”), the Park and Recreation Board of the City of Minneapolis (“Park Board”), and the County of Hennepin (“County”) serve Minneapolis children in various capacities; and

WHEREAS, a joint agreement was first established December 30, 1985 for the creation of the Youth Coordinating Board to coordinate and encourage collaboration among the participating parties; and

WHEREAS, the School District believes that the continuation of the Youth Coordinating Board benefits the academic success of Minneapolis children.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby agrees to the amended and restated agreement for a Minneapolis Youth Coordinating Board (2023-0068A), and authorizes the designated signatories to effectuate the agreement.

ADOPTED this 14th day of November 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0068)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

THE AMENDED AND RESTATED AGREEMENT FOR A MINNEAPOLIS YOUTH COORDINATING BOARD

THIS AMENDMENT is entered into by and among the following eligible government agencies (“Participating Parties”): The City of Minneapolis (“City”), the Special School District No. 1 (“School District”), the Park and Recreation Board of the City of Minneapolis (“Park Board”), and the County of Hennepin (“County”).

WHEREAS, the Participating Parties, pursuant to Chapter 91, Laws of Minnesota for 1985, entered into an Agreement dated December 30, 1985 for the establishment of a Youth Coordinating Board as amended by the following: an Agreement dated December 31, 1995 which by its terms terminated on December 31, 2000 an agreement dated January 1, 2001 which by its terms terminated on December 31, 2005, an Agreement dated January 1, 2006 which by its term terminated on December 31, 2010 (collectively, “Agreement”), and an Amended and Restated Agreement made effective as of February 11, 2009, and extending for a period of approximately five (5) years (“Amended and Restated Agreement”); and an Amended and Restated Agreement made effective as of June 5, 2013, and extending for a period of approximately five (5) years (“Amended and Restated Agreement”); and an Amended and Restated Agreement made effective as of June 6, 2018, and extending for a period of approximately five (5) years (“Amended and Restated Agreement”).

WHEREAS, the Amended and Restated Agreement is set to expire by its own terms on December 31, 2023; and

WHEREAS, the Participating Parties are desirous of: (1) extending the term of the Amended and Restated Agreement for a period of five (5) years; (2) increasing the dues applicable to the four (4) Participating Parties beginning in 2024 by 20%; and (3) allowing each board member to assign a designee annually to represent them and vote on their behalf when the board member is not present.

NOW, THEREFORE, the Amended and Restated Agreement is amended to be read as follows:

SECTION 1

Youth Coordinating Board

1.1 **Establishment.** There is hereby established the “Minneapolis Youth Coordinating Board” (the “Coordinating Board”), whose membership shall be selected in accordance with the provisions of this section of whose duties shall be to carry out the purposes contained therein.

The Coordinating Board shall be a public entity, separate from its party bodies and shall not be deemed to be an agent or partner of the parties to this Agreement, the parties shall not be liable for the actions of the YCB Governing Board.

The Coordinating Board shall act through its YCB Governing Board as set out in Section 1.2 herein, and representatives designated by its YCB Governing Board in accordance with the powers stated in this Agreement.

1.2 Membership. The Coordinating Board shall consist of the following voting members (the “YCB Governing Board”): the chairperson or a presiding officer from each Participating Party or such other member of the respective Participating Party so designated by the Participating Party and/or its the governing body, as applicable; one additional member from each of the Minneapolis City Council, the Minneapolis Public School Board and the Hennepin County Board; the Mayor of Minneapolis; the Hennepin County Attorney; and one of the judges of Hennepin County assigned to the Juvenile Court and designated by the Chief Judge of the District Court. Each board member may assign a designee annually to represent them and vote for them at YCB board meetings when the board member is not present. Designees shall be appointed in writing to the Chair and Executive Director by the first full meeting of the YCB board.

The YCB Governing Board shall jointly exercise such powers and authorities as are necessary to achieve the purposes of this Agreement.

YCB Governing Board membership terms shall commence on January 1st of each calendar year and end on January 1st of the next succeeding year, or until a successor is appointed by the applicable party.

1.3 Officers. At the January/February meeting or the next regular meeting of the YCB Governing Board, the YCB Governing Board shall elect from among its members a chairperson, a vice-chairperson, a secretary, and such other officers as it deems necessary to carry out its purposes. All such officers shall hold office for a term of one year and until their duly elected successors have been selected by the YCB Governing Board. An officer may serve only while a member of the YCB Governing Board. No officer shall serve for more than two (2) successive full terms. A vacancy in an office shall be filled from the membership of the YCB Governing Board by election for the remainder of the unexpired term for such of office.

1.4. Quorum. One-half of the YCB Governing Board members shall constitute a quorum.

1.45 Actions of the YCB Governing Board. On all matters other than budget, a vote of a majority of the members present at a meeting at which quorum is present shall be sufficient for approval.

1.5 Meetings. The YCB Governing Board shall fix the time and place for regular meetings. The Chairperson shall have the power to call special meetings of the YCB Governing Board. The Coordinating Board Director shall ensure that notice by email, mail or personal delivery shall be given of the time and place of the meeting to all YCB Governing Board Members.

1.6 Compensation and Expenses. The YCB Governing Board shall not be entitled to compensation for attending meetings or performing other services as a member of the

YCB Governing Board, but may be reimbursed for actual expenses incurred as determined by the Executive Committee.

1.7 Finance Officer. The Finance Officer of the City of Minneapolis shall be the Finance Officer of the YCB Governing Board.

1.8. Legal Counsel. The City Attorney of the City of Minneapolis shall provide legal counsel to the YCB Governing Board. In the event of a conflict of interest or if additional legal services are required, the Hennepin County Attorney shall be requested to provide such necessary service.

SECTION 2

Purposes

2.1. Purposes. The purpose of this Agreement is to improve the ability of public agencies and services to promote the health, safety, education and development of the community's children and youth and to create an organizational structure to improve coordination among the agencies and services and to accomplish that objective by strengthening and providing an improved means to identify and remedy conditions that hinder or prevent the community's children and youth from becoming healthy, productive members of society.

SECTION 3

Board Powers

3.1. General Powers. The Coordinating Board, acting through its YCB Governing Board, is hereby authorized to exercise such powers granted under the provisions of Chapter 91, Laws of Minnesota for 1985 that are common to each of the Participating Parties, and such other statutory authority held in common by the Participating Parties, that is necessary and proper to promote and facilitate the purposes of the Agreement.

3.2. Employment. The Coordinating Board may employ permanent and temporary employees, as it may require, and determine their qualifications, duties and compensation.

3.3. Local Services. The Coordinating Board may use the services of the Participating Parties if the Participating Parties can reasonably accommodate the request and agree to furnish such services, staff assistance and information in the possession of the Party as requested by the Board.

3.4 Contracts. The Coordinating Board may execute such contracts or other instruments as necessary for the purposes set forth in SECTION 2. All contracts and other instruments shall be signed on behalf of the Coordinating Board by the Chairperson of the YCB Governing Board, the Director of the Coordinating Board and the City Attorney's Office. No member or employee of the Coordinating Board shall be directly or indirectly interested in any contract by the Coordinating Board with third parties. The provisions of the Uniform Municipal Contracting Law, Minn. Statutes, section 471.345 shall apply to the Coordinating Board.

3.5. Committees. The Coordinating Board may appoint such committees as it deems necessary. The committees so appointed may include non-Coordinating Board members, but must include one member of the Coordinating Board.

3.6. Expenditures. The Coordinating Board may receive and expend funds from public and private sources for any of its purposes. The Coordinating Board may accept gifts or grants of money or other property for any of the purposes of the Coordinating Board and may hold, use and dispose of such money or property in accordance with the terms thereof.

3.7. Liability Insurance. The Coordinating Board may sue and be sued in its own name, secure public liability insurance with such limits as it deems appropriate and may otherwise take action to enforce its rights in equity or in law. However, the Coordinating Board may self-insure up to the amount of its annual base budget. To the extent applicable in law, the terms of the Minnesota Statutes Ch. 466 apply to limit the liability of the Coordinating Board.

3.8 By-laws. The Coordinating Board shall have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of the business of the Coordinating Board. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations and shall address the requirements for a quorum of the YCB Governing Board, but, at a minimum, a majority of the YCB Governing Board shall constitute a quorum and no business shall be done unless voted for by a majority of the whole YCB Governing Board, but less than a majority may adjourn. The by-laws may provide for the appointment by the YCB Governing Board of ex officio, non-voting members to the YCB Governing Board.

3.9 Property. The Coordinating Board may hold only such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.

3.10 Debts. The Coordinating Board may incur debts, liabilities, or obligations which do not constitute a debt of any of the Participating Parties. The YCB Governing Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Participating Parties.

SECTION 4

Financing

4.1. Funding. Operating funds of the Coordinating Board shall be provided and furnished in each calendar year commencing January 1, 2024 and thereafter by each of the Participating Parties as follows:

City Council	\$ 89,427
Hennepin County	\$ 89,427
School District	\$ 89,427
Park Board	\$ 19,892

Such funds shall be provided by the Participating Parties within thirty (30) days of written notice of budget approval sent by the Director of the Coordinating Board. With the support of three of the four Participating Parties, the Coordinating Board may request an increase in these amounts by up to an additional 20 (twenty) percent for the duration of this Agreement.

4.2. Base Budget. Each year the YCB Governing Board shall prepare an annual base budget ("Budget") for the ensuing calendar year. The Budget shall show estimated expenses of operation and the amount to be paid by each of the Participating Parties. If a majority of the YCB Governing Board vote in favor of the budget and if those voting in favor include half or more of the representatives of the Participating Parties, the Budget shall be deemed approved. The YCB Governing Board may amend the Budget consistent with the terms of this section as it deems necessary.

4.3. Interest. Any and all interest accrued on cash balances shall be added to the present Budget.

SECTION 5

Effective Date and Transition

5.1. Effective Date. The Agreement shall be effective as of January 1, 2024 if agreed to by all four (4) of the Participating Parties and shall supersede all previous Agreements. If an eligible Participating Party shall consent to be a party to this Agreement after the effective date hereof, that Participating Party shall thereafter have representation on the YCB Governing Board as herein provided and shall make a pro-rata payment on the base budget for the balance of the calendar year remaining, and for each calendar year thereafter in accordance with this agreement.

5.2. Termination. This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) On December 31, 2028, unless terminated sooner upon written agreement by at least two Participating Parties.
- (2) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.

Upon termination of this Agreement, all property of the Coordinating Board shall be sold and the proceeds thereof, together with moneys on hand after payment of all obligations, shall be distributed to the Participating Parties in the same ration used for the operating funds set forth in Section 4.1 hereof.

5.3. Execution. The Agreement may be executed in any manner as determined by each Participating Party.

SECTION 6

Liability

6.1 Liability. The Youth Coordinating Board is the entity responsible for its acts and omissions and for the acts and omissions of its employees and agents and participating entities, to the extent permitted by law. To the extent any of the Participating Parties or their commissioners, officers, employees or agents are sued on account of their acts or omissions as part of the YCB, this agreement is intended to disclaim any liability for the Participating Parties or their commissioners, officers, employees or agents except as provided herein with respect to workers' compensation benefits. However, in the event a court of competent jurisdiction were otherwise to find that one of the Participating Parties were liable, each Participating Party agrees that it will be responsible for its own acts and omissions, the acts and omissions of its commissioners, officers and employees and any liability resulting there from to the extent authorized by law. No Participating Party shall be responsible for the acts of the others and the results thereof. Each Participating Party acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statute. Each Participating Party agrees to promptly notify all other Participating Parties if it becomes aware of any potential YCB Governing Board related claim(s) or facts giving rise to such claims.

Each Participating Party shall be responsible for injuries to or death of its own personnel. Each Participating Party will maintain workers' compensation insurance or self-insurance coverage covering its own personnel while they are assigned to the Board or are otherwise participating in or assisting with YCB Governing Board operations or activities. Each Participating Party waives the right to, and agrees that it will not, bring any claim or suit against the YCB Governing Board or any other Participating Party for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with YCB Governing Board operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Party or its officers, employees, or volunteers.

Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Participating Party's statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466. Further, the Participating Party's obligations set forth in this Article and otherwise in this Agreement, are expressly limited by the provisions of Minnesota Statutes Chapter 466, Minnesota Statutes Chapter 604, Minnesota Statutes Section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Participating Parties and to the Coordinating Board.

SECTION 7
Miscellaneous Provisions

7.1. Amendment. During the term of this Agreement it may be amended by unanimous consent of the Participating Parties.

7.2. Records. The YCB Governing Board shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the YCB Governing Board shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5.

7.3 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the Participating Parties and supersedes all prior written or oral agreements relating to the formation of the YCB Governing Board.

IN WITNESS WHEREOF, the participating Parties have executed this agreement on the day and year affixed opposite their signature.

CITY OF MINNEAPOLIS by

Date: _____

Countersigned:

Minneapolis Finance Officer

Date: _____

Approved as to form and execution:

Assistant City Attorney

Date: _____

MINNEAPOLIS YOUTH COORDINATING BOARD by

Date: _____



The **Minneapolis Youth Coordinating Board** is a unique intergovernmental model with the mission of championing the health, safety, education and development of Minneapolis' children and young people through collective action and policy alignment. Its members are the Minneapolis Public Schools, the City of Minneapolis, Hennepin County and the Minneapolis Park and Recreation Board. The YCB is governed by a Joint Powers Agreement in which each entity contributes an annual fee. That fee helps to pay for the Minneapolis Youth Congress, the Minneapolis Afterschool Network, and ongoing resource development through the Minneapolis Youth Master Plan.

Our Theory of Change: We mobilize children and young people, while supporting adults to share power, to shape cultures and systems. We do this so that young people can empower their education, have their safety prioritized, be connected to the natural and social world, and engage in their communities.

Networks + Initiatives of YCB

<p>Family, Friend & Neighbor (FFN) Child Care Providers</p> <p>Network of independent child care providers sharing resources and support.</p>	<p>Minneapolis Afterschool Network</p> <p>Network of afterschool programs that advocate, improve, and coordinate together.</p>	<p>Minneapolis Youth Congress</p> <p>50 members, 8-12th grade living in Minneapolis. "No decision about us, without us!"</p>	<p>Minneapolis Youth Outreach</p> <p>Youth Workers conduct street-based and in-school outreach.</p>	<p>Youth Master Plan</p> <p>Strategic plan to rally policymakers to make Mpls the best city of children and young people.</p>
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