Regular Business Meeting

Tuesday, April 16, 2024 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. March 12, 2024 Regular Business Meeting

4) **Recognitions**

5) **Recess**

6) **Public Comments**

7) **Recess**

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

8)a. Presentations and Updates

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

9)a. Approval of the Consent Agenda

9)a.1. Personnel Items

9)a.1.a. Approval of List A personnel matters (2024-4-ER-A)

9)a.1.b. Approval of List B personnel matters (2024-4-ER-B)

9)a.2. Contracts

9)a.2.a. Amendment to contract 2024-4400001743 with Al-Maa'uun Career Services

9)a.2.b. Contract with Archer Mechanical (2024-4400002175)

9)a.2.c. Amendment to contract 2024-4400000940 with Comcast Cable Communications Management

9)a.2.d. Contract with C70 Builders (2024-1000236579)

9)a.2.e. Contract with Double Line Inc. (2024-4400002168)

9)a.2.f. Contract with Flagship Recreation (2024-4400002161)

9)a.2.g. Contract with Flagship Recreation (2024-4400002162)

9)a.2.h. Contract with Greiner Construction (2024-1000236635)

9)a.2.i. Contract with Kompan (2024-1000235339)

9)a.2.j. Amendment to contract 2024-4400002180 with North Central Bus & Equipment

9)a.2.k. Amendment to contract 2024-4400001794 with Public Media Engineering

9)a.2.l. Amendment to contract 2024-4400002145 with RAK Construction

9)a.2.m. Contract with Schwab Vollhaber Lubratt Inc (2024-4400002147)

9)a.2.n. Contract with Scholastic Inc (2024-1000236731)

9)a.2.o. Contract with Storage Solutions (2024-1000236641)

9)a.2.p. Amendment to contract 2024-4400001704 with TOSHIBA

9)a.2.q. Contract with Trane Co (2024-4400002176)

9)a.2.r. Contract with Wold Architects and Engineers (2024-1000236669)

9)a.3. Authorizations

9)a.3.a. Authorization to negotiate and execute a quitclaim deed (2024-0021)

9)a.4. Reports

9)a.4.a. Receive and file radon testing report summary (2024-0020)

9)b. Resolution Regarding the Intention to Place a Capital Projects Levy Question on the 2024 General Election Ballot (2024-0019)

10) **New Business**

11) **Reports from Board of Education Directors**

12) **Adjournment**

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

REGULAR BUSINESS MEETING
MARCH 12, 2024

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 March 12, 2024.

Chair Collin Beachy called the meeting to order at 5:30 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Faheema Feerayarre, Adriana Cerrillo, Lori Norvell, Ira Jourdain (arrived late after roll call), Collin Beachy, Kim Ellison, Joyner Emerick (9); Ex Officio members Superintendent Dr. Lisa Sayles-Adams, Student Representative Rounds, Student Representative Peralta (3)

Absent: (0)

APPROVAL OF AGENDA

Ellison moved to approve the agenda.

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

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

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the February 13, 2024 meeting.

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)

RECOGNITIONS

The Washburn Boys Alpine Ski Team and Roosevelt Unified Basketball Team were recognized as 2024 State Champions.

RECESS

A five-minute recess was taken.

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A 45-minute recess was taken.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

Superintendent Dr. Sayles Adams and staff provided presentations on the following topics:

a. Presentation and Updates
   - Superintendent Update
   - 2024-2025 Budget Development Update
   - Achievement and Integration Funds 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:

1. Personnel Items
   a. Approval of List A personnel matters (2024-3-ER-A)
   b. Approval of List B personnel matters (2024-3-ER-B)
2. Contracts
   a. Contract Alternative Amendments
   b. Contract with Archer Mechanical (2024-14367)
   c. Amendment to contract 2023-4400001933 with Bergan KDV

d. Contract with B&D Associates, LLC (2024-14396)
e. Contract with Bituminous Roadways Inc (2024-14363)
f. Contract with Central Roofing (2024-14385)
g. Amendment to contract 2023-44400002018 with CESO LLC
h. Contract with Construction Results Corp (2024-14361)
i. Contract with Ford Metro, Inc (2024-14399)
j. Contract with Grazzini Brothers & Company (2024-14395)
k. Contract with Greiner Construction, Inc (2024-14388)
l. Contract with Greiner Construction, Inc (2024-14389)
m. Contract with Horizon Equipment LLC (2024-14380)
n. Contract with H2I Group (2024-14386)
o. Contract with Kellington Construction, Inc (2024-14398)
p. Amendment to contract 2024-14401 with Lawal Scott Erickson Architects (LSE)
q. Contract with NAC Machanical & Electrical (2024-14387)
r. Contract with Painting by Nakason (2024-14379)
s. Contract with Red Cedar Steel Erectors, Inc (2024-14397)
t. Amendment to contract 2024-14392 with Rochon Construction
u. Contract with Schwab Vollhaber Lubratt Inc (2024-14365)
v. Contract with Sonus Interiors, Inc (2024-14381)
w. Contract with St. Paul Linoleum & Carpet (2024-14374)
x. Contract with Summit Fire Protection (2024-14394)
y. Contract with Thelen Heating and Roofing (2024-14400)
z. Contract with Valley Apple Ford Inc (2024-14359)
aa. Contract with Warshaw Group, DBA Intellis Labs (2024-14384)
ab. Contract amendments with contract alternative schools for the 2023-2024 school year

3. Authorizations
   a. Authorizing Minnesota State High School League (MSHSL) cooperative school sponsorship actions

4. Appointments
   a. 2024 Neighborhood Revitalization Program Policy Board representative

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

Revision of Policy 5391: Graduation Requirements (2024-0016)

Norvell moved to approve the revision of Policy 5391: Graduation Requirements (2024-0016).

On a voice mote 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)

Revision of Policy 5690: Student Data (2024-0017)

Novell moved to approve the revision of Policy 5690: Student Data (2024-0017).

On a voice mote 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)

Resolution amending the 2024-2025 school calendar (2024-0018)

Ellison moved to approve resolution 2024-0018, amending the 2024-2025 school calendar.

On a voice mote 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)

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Norvell
- Cerrillo
- Abdi
- Ellison
- Emerick

DRAFT

- Beachy

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 9:02 p.m.

DRAFT

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials: https://meetings.boardbook.org/Public/Agenda/1807?meeting=624460
- Minutes approved: 4/16/2024

Attachments:

- Resolution 2024-0016, Revision of Policy 5391: Graduation Requirements
- Resolution 2024-0017, Revision Policy 5690: Student Data
- Resolution 2024-0018, Amending the 2024-2025 school calendar

Approvals:

_____

Collin Beachy, Chair

_____

Lori Norvell, Clerk

DRAFT

Superintendent's Report

Regular Business Meeting

April 16, 2024

MINNEAPOLIS PUBLIC SCHOOLS

Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

MINNEAPOLIS PUBLIC SCHOOLS

Transportation Equity and Diversity Impact Assessment (EDIA) Report

Executive Director Sarah Hunter

Equity Diversity and Impact Assessment (EDIA) Overview

What is the EDIA?

The EDIA is a set of reflective tools and guided processes for schools, departments, and district policy owners to evaluate policies, practices, and budgets that significantly impact student learning and resource allocation.

The EDIA intends to:

- **identify inequities** or which MPS students are disproportionately affected by policies, practices, and budgets;
- **assess the impacts and unintended consequences** of changing policies, practices, and budgets;
- **engage stakeholders** in a meaningful way around the policies, practices, and budgets, including how to address the inequities; and
- **monitor implementation** policies and practices.

Full EDIA Phases

Board of Education Requests a Full EDIA
Year 1: June

Phase I: EDIA Study
Identify and examine inequities in policies and practices
Year 1: July-June (Year-Long Process)

Phase II: Action Plan & Implementation
Efforts to Address EDIA Findings
Year 2: July-November (5 month Process)

Phase III: Progress Monitoring
Track Progress on Action Plan Implementation
Years 2-4: Nov-Dec (Three-Year Process)

We are here!

Framing

Students Transported by MPS

- As of March 2024, Minneapolis Public Schools transports approximately ***19,410 PreK-12th grade students*** to school and from school.
    - Includes teen parents and their infants, and students up to 21 years old for transitional programming.
- MPS supplies Metro Transit Go-To cards to about ***2,500 eligible high school students*** for commuting to/from school annually.
- Additionally, provides transportation or Metro Transit Go-To cards for field trips, athletic trips, afterschool programming, Career and Technical Education, summer programming, and Postsecondary Enrollment Options.

Why is transportation an equity issue?

"This is a HUGE equity issue that we're not being flexible to solve, i'm also an MPS parent so if my child doesn't get routed on a bus for six weeks I have privilege to figure it out but at my building, there's students who miss school for 6 weeks bc their parents don't have ability to figure it out and these are most vulnerable students (**School Transportation Coordinator, focus group**)

"...our upper-middle class families can solve the transportation issues. However, our low-income families who do not have the time to sit on the phone or give rides to their children to school are really suffering." (**School Transportation Coordinator, focus group**)

Methodology

Methodology Overview

Caregivers & Students

Surveys and group conversations examined families' experiences with the MPS Transportation system.

- ✔ ***Reached 1,309 Caregivers, 327 who identify as BIPOC, 630 that identify as white, and 352 that did not provide their race/ethnicity.***
- ✔ ***Reached 568 middle and high school students, 193 who identify as BIPOC, 272 who identify as white, and 103 that did not provide their race/ethnicity.***

Bus Drivers

Surveys and group conversations examined bus drivers' practices and experiences with driving for MPS.

- ✔ ***Reached 36 bus drivers total, 16 who are employed by MPS, 17 who are employed by contracted service providers, and 2 who did not provide employment details.***

School & District Staff

Surveys and group conversations with school and district staff examined their experiences with MPS Transportation

- ✔ ***Reached 36 School Transportation Coordinators who are staff that support families at their school. Also reached 27 staff that support transportation outside of the regular school day (field trips, athletic trips, afterschool, etc.).***
- ✔ ***Reached 26 Transportation Department district leadership and staff.***

Existing & Archival Data

Existing data were analyzed, including:

- ✔ ***Fall 2023 Transportation Data for bus routes, time students spend on bus, walk zone and stops, and bus delays and arrivals.***
- ✔ ***School Year 2022-23 student behavior and suspension data on MPS transportation.***
- ✔ ***Meeting notes and recordings with Transportation Department leadership that provided additional information and context.***

MINNEAPOLIS PUBLIC SCHOOLS

Considerations

Considerations

Findings from this EDIA can support:

- Conclusions about families' thoughts and experiences with the transportation process
- Inferences about the experiences and opinions of bus drivers, transportation staff and leaders, and school-based staff
- Insights into how stakeholders perceive the current transportation process
- Stakeholder awareness of the transportation process
- Awareness of identified policies aligned with transportation

Findings from this EDIA cannot support:

- A comprehensive understanding of MPS families' perceptions and experiences
- A comprehensive understanding of the perceptions and experiences of bus drivers, transportation staff and leaders, and school-based staff
- Understanding of the full impact of the identified policies and practices on the transportation process
- Highlighting all of the great work being done by the Transportation Department and MPS leadership

Findings

Overall Findings

1. Communication

2. Safety & Culture

3. Access & Reliability

MINNEAPOLIS PUBLIC SCHOOLS

Finding 1

1. Communication

The communication that the MPS Transportation Department central office staff provides regarding transportation does not effectively support families or school-based staff and is often more challenging for families who are already facing additional barriers in communication (English Language Learners, families with limited access to technology, etc.).

- A lack of transparency around requests;
- A lack of communication around busing delays;
- A breakdown in communication between stakeholders

Finding 1

1. Communication

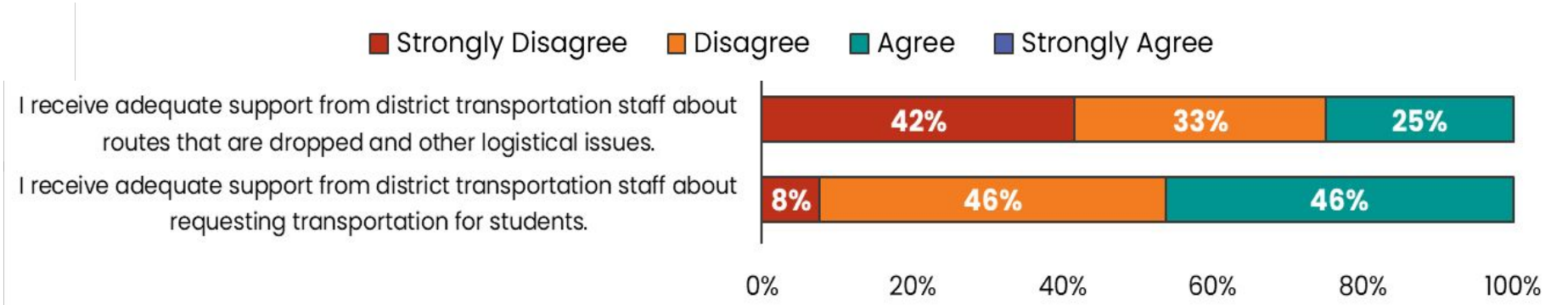
TRANSPORTATION REQUESTS	Many families and school staff have expressed their frustrations with the lack of clarity in how transportation requests are processed.
BUSING DELAYS	When buses are delayed or do not show up to pick up a student, there is currently an ineffective system of communicating these delays or attempting to contact Transportation Department personnel who could locate a student's bus.
BREAKDOWN IN COMMUNICATION	Three is a decentralized system of communication between Transportation Department central staff, School Transportation Coordinators, Out-of-School Time Staff, and families, which often leads to incomplete, incorrect, or untimely information.

Finding 1

1. Communication

"We communicate with them but there's no one that communicates with us."
- School Transportation Coordinator (Focus Group)

"There also seems to be a lack of communication between the transportation dispatch, IT, schedulers and safety managers. They all give incorrect information to families. - School Transportation Coordinator (Survey)

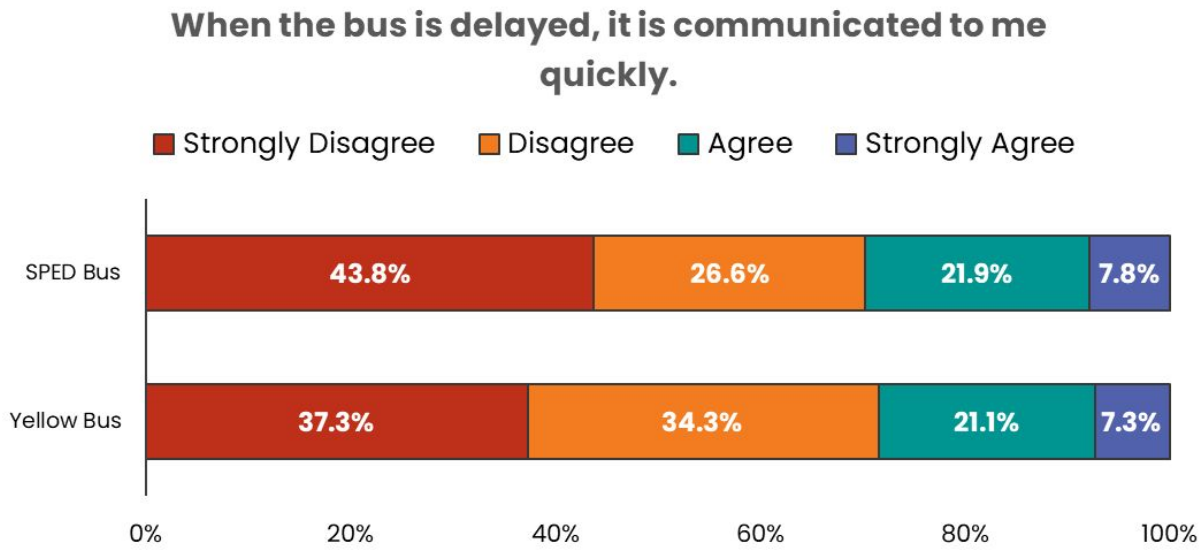


MINNEAPOLIS PUBLIC SCHOOLS

Finding 1

1. Communication

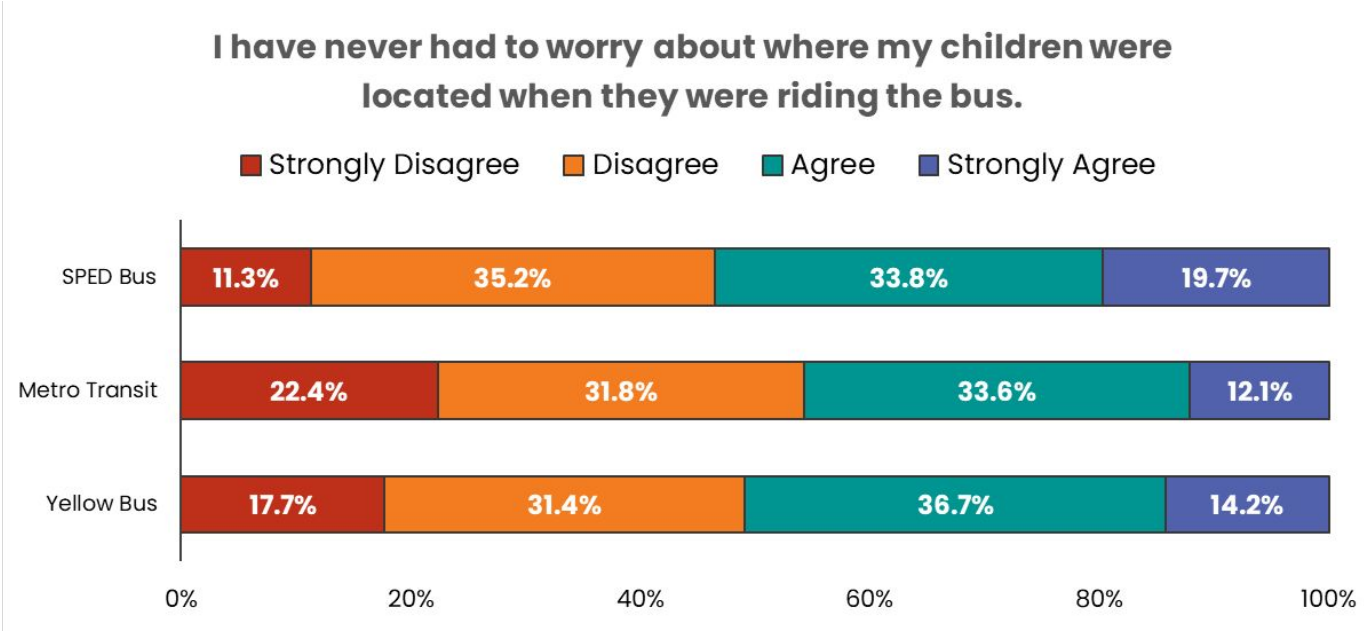
"I am unhappy that late busses are not communicated with families. The bus broke down recently and we were not notified. My child arrived home an hour late."
- Caregiver (Survey)



MINNEAPOLIS PUBLIC SCHOOLS

Finding 1

1. Communication



MINNEAPOLIS PUBLIC SCHOOLS

Finding 2

2. Safety & Culture

The current system of transportation does not meet the safety needs of students and bus drivers.

- Lack of consistent reporting and follow-up after incidents occur on or around transportation;
- Differing concerns depending on mode of transportation;
- Differing concerns depending on race/ethnicity and neighborhood

Finding 2

2. Safety & Culture

REPORTING AND FOLLOW-UP REGARDING INCIDENTS	When incidents are reported, bus drivers and caregivers indicate that there is a lack of follow up by school and / or the Transportation Department.
MODE OF TRANSIT	Although some caregivers mentioned safety concerns on MPS yellow buses, the vast majority of safety concerns came from families of Metro Transit users. The transit stops themselves - in addition to the experiences while riding transit - were mentioned as unsafe.
RACE/ETHNICITY & NEIGHBORHOOD	In focus groups, caregivers who identified Hmong, Black/African American, American Indian or Alaskan Native, and Latine frequently mentioned safety and climate concerns on or around yellow buses, Metro transit, and SPED buses.

Finding 2

2. Safety & Culture

"We write up students, there is just a stack of papers- nothing being done. Some drivers have just stopped writing up kids because it is not useful."

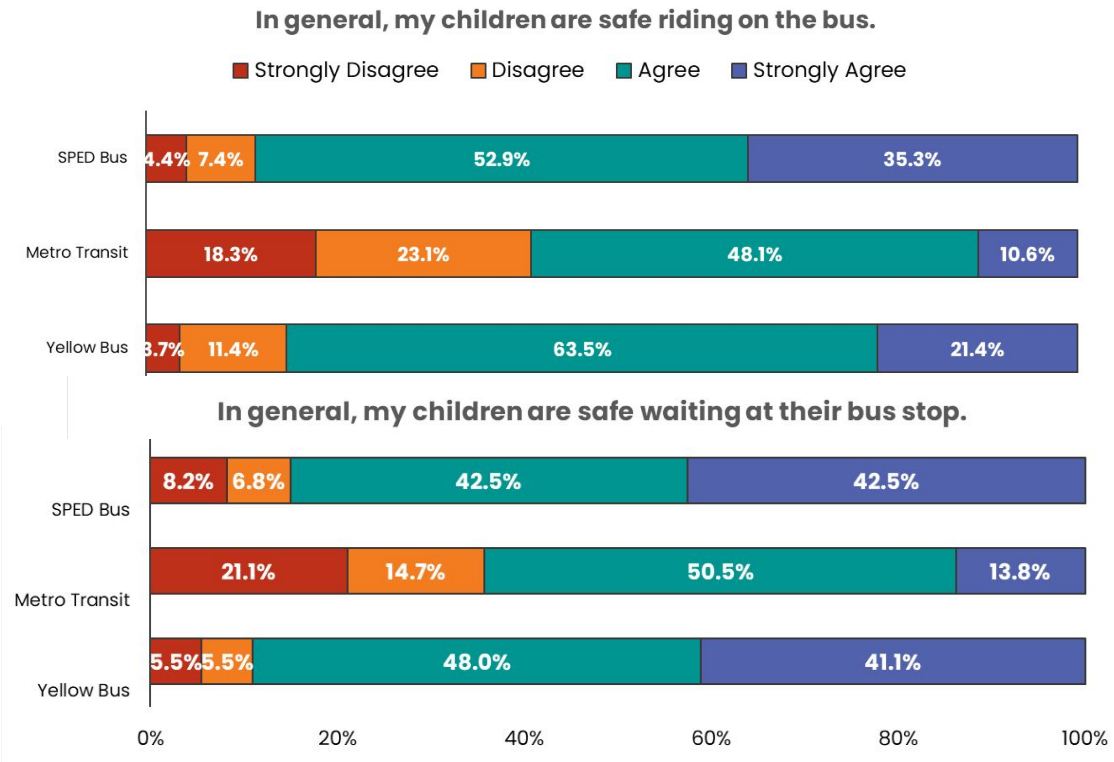
- Bus Driver (Focus Group)

"The district can't control behavior happening by other riders on Metro Transit trains or buses. However it should be made clear to students if they can report things at school and school admin are willing to interface with Metro Transit."

- Caregiver (Survey)

Finding 2

2. Safety & Culture



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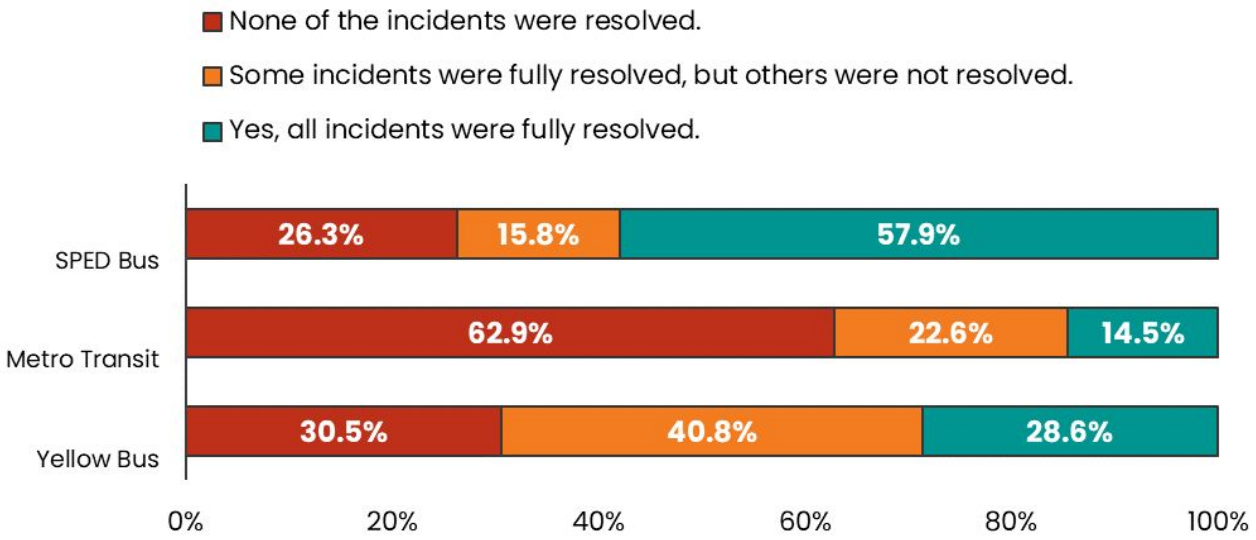
Finding 2

2. Safety & Culture

If your student was involved in an incident / incidents on transportation, were these incidents resolved in a way that met your children's needs?



MINNEAPOLIS PUBLIC SCHOOLS

Finding 3

3. Access & Reliability

MPS families and staff are concerned about inequitable access to reliable transportation to and from school.

- The current eligibility criteria for access to MPS transportation;
- The unreliability of transportation that is available to families

Finding 3

3. Access & Reliability

ELIGIBILITY CONSTRAINTS	Eligibility for MPS-provided transportation is currently based on a number of factors including walk zones, attendance boundaries, students' grade level, and more. These qualifications for transportation mean that there are a number of students who don't receive transportation to and/or from school at all.
UNRELIABLE TRANSPORTATION	For students who receive transportation from MPS, the delays in the request process and the unreliability of transit can result in students arriving late to school, caregivers not knowing where their children are, and families opting-out of provided transportation (or sometimes leaving the Minneapolis Public Schools system altogether).

Finding 3

3. Access & Reliability

"It sucks that my son doesn't have transportation to school. It's inconvenient for me to have to take my son to and from school every morning/afternoon. It affects my work schedule." - Caregiver (survey)

Caregiver explaining why they've opted-out of MPS transportation:

"I want to reduce factors that would impede on my child's ability to be at school on time. I want my child's transportation to and from school to be reliable. I don't want my children standing and waiting on cold days for delayed buses. And I want to reduce my child's exposure to bullying and other undesirable behaviors. I don't [know] what the school district's standards are regarding hiring of bus drivers."

Additional Findings / Considerations

TECHNOLOGY	Many families have struggled to use the Here Comes the Bus app, especially those using HHM transportation and students with alternative stops. The Transportation Department has confirmed that there are limited used of the current technology, and a complete revamp of the system would be needed to accurately track students' buses, communicate with drivers about their schedules, and log incidents.
STAFFING	MPS - along with nearly every other school district in the country - is facing a national bus driver shortage. MPS currently has more contract service providers than MPS drivers on staff and has not been able to compete with the hourly bus driver pay that those contractors are able to offer. While MPS has been able to offer additional benefits, contractors are still able to offer higher hourly pay, which has led to more drivers applying for positions outside of the district.
DECENTRALIZED SYSTEM	The current decentralized system of managing transportation requests and communicating bus delays has led to unequal distributions of responsibility across schools. The Transportation Department depends on school staff entering requests on behalf of families as there is currently no option for families to submit transportation requests themselves in the Infinite Campus parent portal.

Additional Findings / Considerations

BARRIERS IN COMMUNICATION	Even if the communication system was functional, it is still built around normative ideas around communication (email, helplines, etc.), which is not ideal for many MPS families. *Quote from Transportation Staff: "If Transportation could communicate more directly with families through text since many families don't check emails as often. [I] know that this is a challenge since many families change phone numbers often but would help."* Within a system that is already difficult for families to navigate, caregivers whose home language is not English and who don't have equal access to technology may struggle the most. *Quote from Transportation Staff: "We are relying on families to have the app on their phone and assuming they have a data plan to have those apps AND to understand the English language.....Bus App not in other languages. This is a language barrier for Spanish speakers."* Because type III vehicles (primarily used for transporting HHM students) don't typically have GPS tracking on their vehicles, homeless/highly-mobile students who use this mode of transit are less likely to know if their transportation is going to be on-time or delayed.

Additional Findings / Considerations

REPORTING PROCEDURES	During School Year 2023, 101 African American / Black students and 12 American Indian students had been reportedly involved in bus incidents (compared to 12 White students), which is a vast overrepresentation of these student populations. This overrepresentation is potentially related to the decentralized way of disciplining students. Without clear behavior policies in place, bus drivers/aides may over-discipline students of color and students receiving Special Education Services due to their unconscious biases leading them to report some students and not others.
CULTURAL DIFFERENCES	In focus groups with African American/Black and American Indian caregivers, they described multiple interactions with drivers that left them feeling discriminated against or that their student was being discriminated against for their race/ethnicity or socioeconomic status. Some students also mentioned issues with drivers that they believed treated them differently than other students because of their race/ethnicity. Drivers also mentioned tensions between themselves and parents/caregivers and students from cultures or race/ethnicity different from their own, including caregiver and student behaviors towards them.

Recommendations

Written by the EDIA Committee, who are MPS students, caregivers, staff, and community partners

Presented by Ruby Davies-Larson, Lisa Dornacker, and Rebecca Slaby

Initial Points to Consider

1. When we say *school-based staff,* we mean both school transportation coordinators during the regular school day, and any staff that requests and coordinates transportation outside of the regular school day.
2. When we say *MPS,* we mean any members of the MPS community who are relevant stakeholders for each recommendation.
3. We value the voices of our students and suggest that the Transportation Department partner with MPS Student Leadership when implementing an action plan to ensure a more effective and equitable rollout.
4. We would like to acknowledge that a bus driver's job is specialized and quite often difficult. It takes time and skill to become a professional bus driver, and historically the position has not paid as much as it deserves. Bus drivers are indispensable, and the driver shortage further emphasizes their importance.
5. Although the recommendations are segmented into different sections, we believe that there are aspects around accessibility for non-English speakers, anti-bias training, communication protocols, safety, and accountability that apply to all aspects of the transportation process.
6. We recognize that MPS is challenged by budget shortfalls and a lot of the following recommendations require additional funding and/or resources, but investing in comprehensive and equitable transportation services is crucial to supporting and retaining our students and families.

Communication

1. The Transportation Department should create a plan that addresses communication barriers and streamlines communication from the Transportation Department to schools and families.

    A. We recommend using the assistance of reliable technology to communicate clearly and in a timely manner to parents and students when changes occur. The communication to families and students should be available in all languages, in addition to the required languages that MPS Communications use (English, Spanish, Somali, and Hmong).
    B. School Transportation Coordinators should receive training and ongoing support directly from the Transportation Department staff. These training topics should include how to help families sign up for transportation throughout the year and how to best communicate transportation changes to families. The suggested training timeline would be at the beginning of the school year, a mid-school-year check-in (to problem solve and troubleshoot how the year has gone so far), and at the end of the school year in preparation for the following school year.
    C. The Transportation Department needs a better system for communicating transportation updates to middle school and high school students, including transportation changes and delays. Relying on parents and caregivers to provide students with updates is not always reliable, and older students need to have the ability to receive these updates themselves. We recommend researching other models from other districts or community services that communicate with caregivers and students about transportation status (e.g., Project Success).

Communication

2. The Transportation Department needs to provide support around signing up for and communicating transportation to immigrant, new-to-country, and non-English speaking families.

   A. There needs to be a plan for how to support school staff that need to communicate transportation processes to families who are new to the country or who need language support. This includes language support for family-facing technology, such as Infinite Campus and the Here Comes the Bus application.
   B. Bus drivers, both MPS employees and contracted drivers, who are trying to communicate with caregivers should also be given the tools to communicate across languages (translation application, training around how to call in the interpretation line, etc.).

Technology and Software

1. The Transportation Department should replace Synovia and the Here Comes the Bus application with technology that both accurately tracks GPS and can notify the Transportation Department and school-based staff proactively when buses are delayed. Any selected vendor should be able to accommodate any language or accessibility needs of our district.

2. MPS should put in place a system for tracking students on yellow buses, Special Education buses, and MPS-provided taxis/passenger vans. We recommend either using an online system for taking attendance for when students get on the bus that the Transportation Department and school-based staff can access in real time, or purchasing a card scanning system that can scan students on and off of the bus.

Technology and Software

3. The Transportation Department should have a system that ensures GPS is always installed and working on yellow buses, Special Education buses, and MPS-provided taxi/passenger vans. A system needs to be put in place to ensure that contracted companies are ensuring accurate installment and updates of GPS on buses. This includes transportation used for students outside of the normal school hours (e.g., field trips, afterschool programming, athletic trips etc.)..

4. Requests and confirmations need to be more streamlined for athletic trip requests. We recommend purchasing this feature of the rSchool software that athletic directors already use to request transportation.

Safety and Climate

1. The Transportation Department must develop a safety protocol for bus drivers to follow regarding the age of students and dropping them off at bus stops without an adult present. Bus aides could assist in ensuring this protocol is enforced. The Transportation Department leadership needs to also enforce this protocol and have a plan to follow-up with families when an issue or concern arises.

Safety and Climate

2. MPS needs to develop a system of accountability for drivers, schools, and the Transportation Department to report and follow up with impacted stakeholders of incidents that occur around MPS transportation and Metro Transit involving students. If incidents involve student behavior and discipline, the system should be proactive at addressing behavior issues early on before a student's transportation privileges are revoked.

   A. The system of accountability should be developed in partnership with appropriate stakeholders, which needs to include students and caregivers.
   B. MPS needs to clarify responsibilities in this process so there is clear guidance on who should handle which part of a behavior report and follow-up.
   C. Transportation Department leadership needs to develop a communication plan for resolving and communicating issues with those involved. This includes training drivers, school staff, and Transportation Department staff around the communication protocols for communicating reports as well as the resolutions.

Safety and Climate

3. Given families' experiences with delays in incident reporting and follow-up, Transportation Department leadership should create alternate reporting systems outside of calling the District Communication Center (DCC) for parents and drivers, such as an online form or embedded into an already existing platform. Leadership needs to create a plan to address reports made by families and drivers that include responding to issues and communicating resolutions.

4. MPS needs to strengthen their partnership with Metro Transit to add more student-focused services, such as buses used only for students or increasing dedicated stops for students to increase safety. We also suggest providing families and schools with resources and support to request different bussing options for areas with the most safety concerns, such as door-to-door services or Metro Transit Micro Busses.

Safety and Climate

5. MPS should consider adding safety measures to MPS Yellow buses, such as seatbelts for younger students, and re-examine the considerations of having three students to a seat to reduce overcrowding and students sitting in the aisles.

6. The Transportation Department needs to provide mandatory bus safety training for schools and students, both around safety and bullying/harassment. This should include what to do when a student has an unsafe encounter with other students and others in the community walking to school, on bus stops, and on the Metro Transit.

   A. The Transportation Department should consider ways to involve the MPS caregiver community in supporting safety and bus climate concerns, such as having caregiver volunteers to ride on buses or as bus stop attendants. There also could be support through caregiver groups to work with the Transportation Department on ways to improve safety and climate on buses.

Safety and Climate

7. Families of color reported various issues around interactions with their regular drivers, substitute drivers, and DCC staff, ranging from miscommunications to racial and socioeconomic prejudice and discrimination towards either themselves or their students. MPS and the Transportation Department need to provide on-going, mandatory professional development for relevant staff that addresses bias and provides them with a Social Emotional Learning foundation that they can use to better support students and families. “Relevant staff” includes regularly-employed and substitute bus drivers, bus aides, DCC staff, School Transportation Coordinators, and any other staff who support the transportation process.

Staffing

1. The Transportation Department should increase the amount of staff in the DCC that can handle the phone lines during the busiest times for transportation issues.

2. MPS should hire more staff of color and bilingual staff to work for the DCC, the transportation dispatch line that schools and families call for transportation issues and questions. There also needs to be more reliable language support for families that call in about a transportation issue.

3. MPS should allocate increased dedicated funds or Full-Time Equivalent (FTE) staff to the School Transportation Coordinator position so that they can provide the support that is needed for the role.

    A. MPS should ensure that there is a detailed process and funds allocated for school staff to oversee field trip requests and other outside-of-school time transportation requests.

Staffing

4. MPS and the Transportation Department need to assign bus aides to yellow buses in addition to the Special Education buses, especially on buses with higher behavior concerns and reported incidents. Bus aides should be involved in reporting and supporting the resolution of behavior issues on the bus in partnership with the driver, school staff, and Transportation Department.

    A. The Transportation Department needs to come up with a plan to try new ways of recruiting bus aides in addition to increasing their pay, such as recruiting school staff, reaching out to retired citizens, partnering with community organizations, etc.

Staffing

5. The Transportation Department should reexamine the bus drivers' union contract that allows them to bid for routes based on seniority. Although there are benefits to students and families when drivers bid to keep the same routes in order to continue relationships and rapport with schools and families, there are also inequities in more senior drivers choosing routes in specific areas of Minneapolis, such as South Minneapolis, and avoiding driving in what some deem as "more difficult areas of Minneapolis", such as North Minneapolis.

   A. If the contract cannot be renegotiated to include a different route bidding system, there needs to be more training and a shift to equity mindsets when assigning and selecting routes in areas that drivers see as less desirable. This will require the leadership in the Transportation Department to increase support for drivers in areas that are least likely for drivers to bid on because of student and parent incidents.
   B. The Transportation Department should consider creating more efficient or desirable runs and routes in areas that senior drivers consider less desirable to incentivize drivers to select those routes.

Staffing

6. The Transportation Department should partner with appropriate stakeholders and strategize on how to recruit and retain MPS drivers, which should include increasing pay and benefits.

   A. Similar to the “Grow Your Own Pathway” program for MPS graduates or community members of color to become teachers that came out of the Human Resources EDIA, this could include partnering with relevant state agencies to create a pathway for students to remove the barriers for future employment in the transportation industry.

Staffing

7. The Transportation Department should prioritize assigning drivers to routes that are in their own neighborhoods or where they already live as they are already a community member with the families in which they transport.

8. MPS should conduct a cost-benefit analysis around schools having and storing their own buses or passenger vans for school-sponsored activities that occur outside of the regular school day. They should also look into how MPS can partner with external organizations to support outside of school time transportation.

Accessibility and Reliability

1. The Transportation Department should expand access to Metro Transit Go-To cards to all high school students so that it provides all students with the opportunity to use a Metro Go-To card to both get to school and go to other outside-of-school opportunities, such as after school programming, community events, and work.

    A. MPS should also consider allowing high school students to keep their access to Metro Transit Go-To cards in the summer so that they do not have to keep renewing them each academic year, and can continue to use them for work and other outside-of-school activities during the summer break.
    B. The Transportation Department should reexamine the Metro Go-To card policies and why some eligible high school students are not receiving them. The Transportation Department should create a plan in partnership with related school-based staff to address this issue of students not receiving Go-To cards that are eligible.

Accessibility and Reliability

2. The Transportation Department should reexamine the distance that high school and middle school students are in the walk zone and that have to walk to Metro Transit stops. They should consider adding closer Metro Transit stops and shortening the walking distance requirement, as 2 miles is a long way for students to walk, especially in less safe areas.

3. To reduce opportunity gaps for additional educational and personal enrichment, the Transportation Department should offer transportation services to students in afterschool programming or other outside of school activities that contribute to their education (e.g., Postsecondary Enrollment Options Program). For athletics, this should also include practice and competition transportation for specialty schools involved in athletic co-ops with host schools.

Next Steps

- **April 16-November, 2024** → Action Planning and Implementation with Transportation Department
- **November, 2024-December 2027** → Progress Monitoring Transportation Department Action Plan Implementation
- **June, 2024** → Board of Education picks next EDIA focus
- **July-November, 2024** → REA Begins new Full EDIA process

Questions?

2024-2025 Budget Development Process Update

Senior Officer Ibrahima Diop

Questions?

Appendix: Survey Demographics

Overview of Reporting Demographics

In this report, demographics (race/ethnicity and gender) are aggregated at narrow levels in order to maintain confidentiality of those who provided feedback, either through surveys or focus groups. The race/ethnicity groups reported in this report are based on the federal categories provided by The Office of Management and Budget (OMB). Due to a very low sample of caregivers and students who responded to the survey and self-identified as Native Hawaiian or Other Pacific Islander, this data was removed from the disaggregated data presented to protect confidentiality, but are included in the aggregate data throughout.

Caregiver Survey Demographics

*Demographics for **1,288 PK-12 caregiver respondents** who completed the online district wide survey.*

	Responses**	
	N	**%**
Race/Ethnicity*		
African American or Black	103	8.0%
American Indian or Alaskan Native	20	1.6%
Asian	32	2.5%
Latin American or Latino/a/e/x	92	7.1%
White	630	48.9%
Two or More Races	56	4.3%
Gender*		
Female	727	56.4%
Male	234	18.2%
Non-Binary or Other	22	1.7%

	Responses**	
	N	**%**
Home Language*		
English Home Language	933	72.4%
Non-English Home Language	90	7.0%
Children's Special Services*		
Receiving Special Education Services	181	14.1%
Receiving English Language Learner Services	36	2.8%
Identifies as HHM	32	2.5%
Receiving Educational Benefits (Free Reduced Lunch)	262	20.3%
Area of Minneapolis		
North	153	11.9%
Northeast	93	7.2%
South/Southeast	567	44.0%
Southwest	197	15.3%

*Participants could select more than one answer to this question.
**The reported N (Count) represents the total number of responses to the survey option. The reported % represents the percentage that selected this response out of the total unique survey participants (N=1,288). However, totals may not add to 100% because not all survey participants responded to every demographics question.

MINNEAPOLIS PUBLIC SCHOOLS

Student Survey Demographics

*Demographics for **525 student survey respondents in grades 6-12** who completed the online district wide survey.*

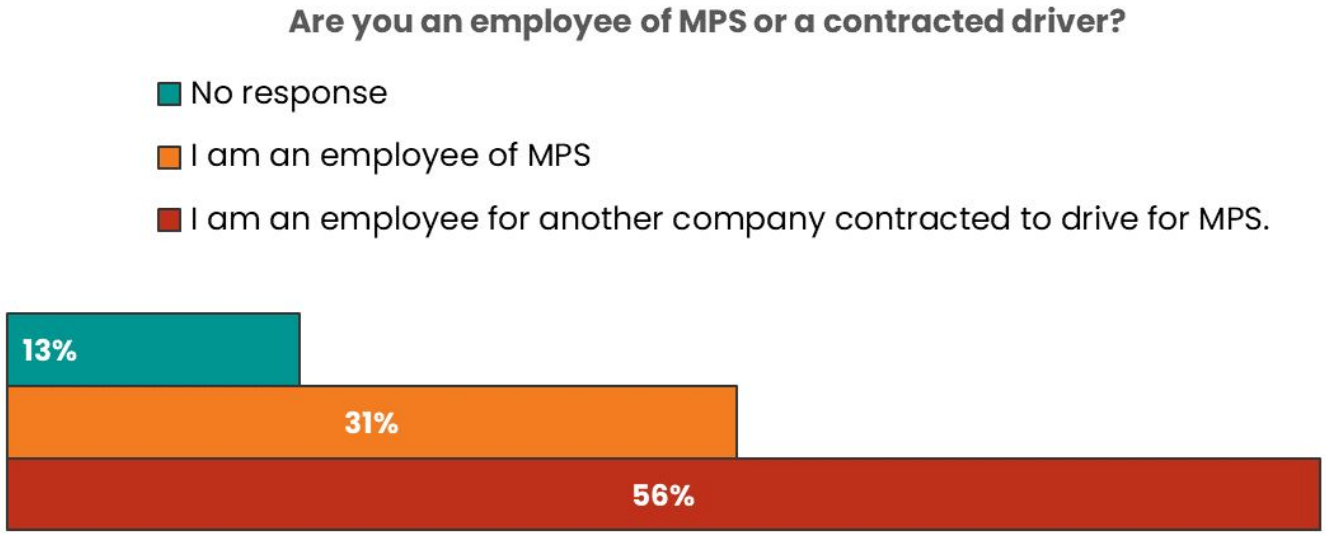
	Responses**	
	N	**%**
Grade		
6	50	9.5%
7	68	13.0%
8	45	8.6%
9	52	9.9%
10	98	18.7%
11	87	16.6%
12	72	13.7%
Race/Ethnicity*		
African American or Black	64	12.2%
American Indian or Alaskan Native	3	0.6%
Asian	26	5.0%
Latin American or Latino/a/e/x	44	8.4%
White	272	51.8%
Two or More Races	55	10.5%

	Responses**	
	N	**%**
Gender		
Female	279	53.1%
Male	151	28.8%
Non-Binary or Other	58	11.0%
Home Language*		
English Home Language	468	89.1%
Non-English Home Language	25	4.8%
Special Services*		
Receiving Special Education Services	25	4.8%
Receiving English Language Learner Services	18	3.4%
Identifies as HHM	10	1.9%
Area of Minneapolis		
North	70	13.3%
Northeast	33	6.3%
South/Southeast	208	39.6%
Southwest	75	14.3%

*Participants could select more than one answer to this question.
**The reported N (Count) represents the total number of responses to the survey option. The reported % represents the percentage that selected this response out of the total unique survey participants (N=525). However, totals may not add to 100% because not all survey participants responded to every demographics question.

Bus Driver Survey Demographics

*Demographics for **16 bus driver respondents** who completed the online survey.*

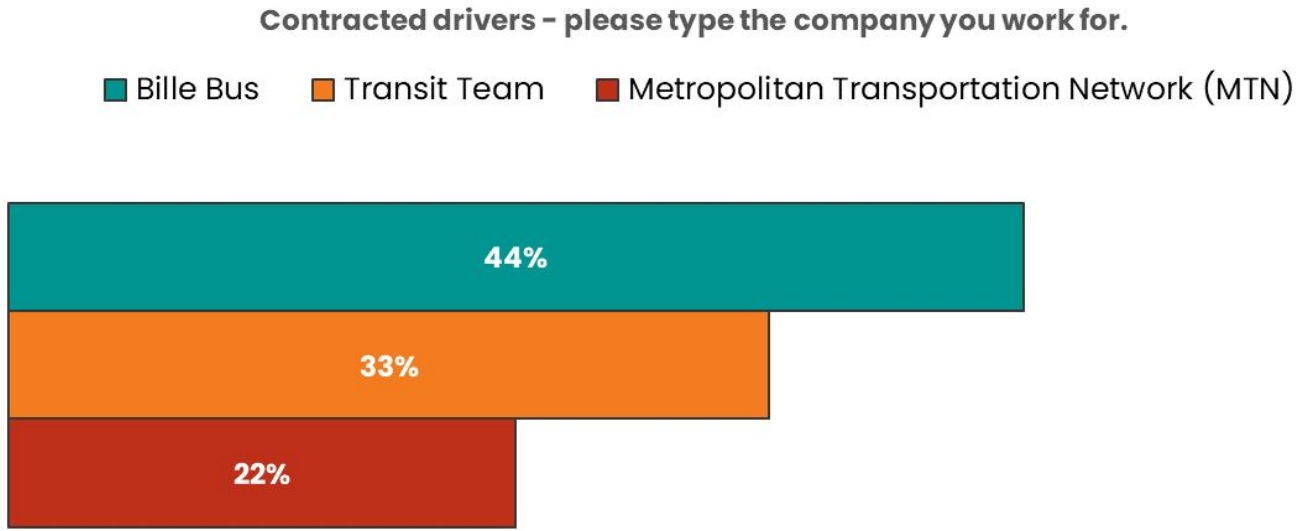


Note: Not reporting other demographics data due to small sample size and to maintain confidentiality

MINNEAPOLIS PUBLIC SCHOOLS

Bus Driver Survey Demographics

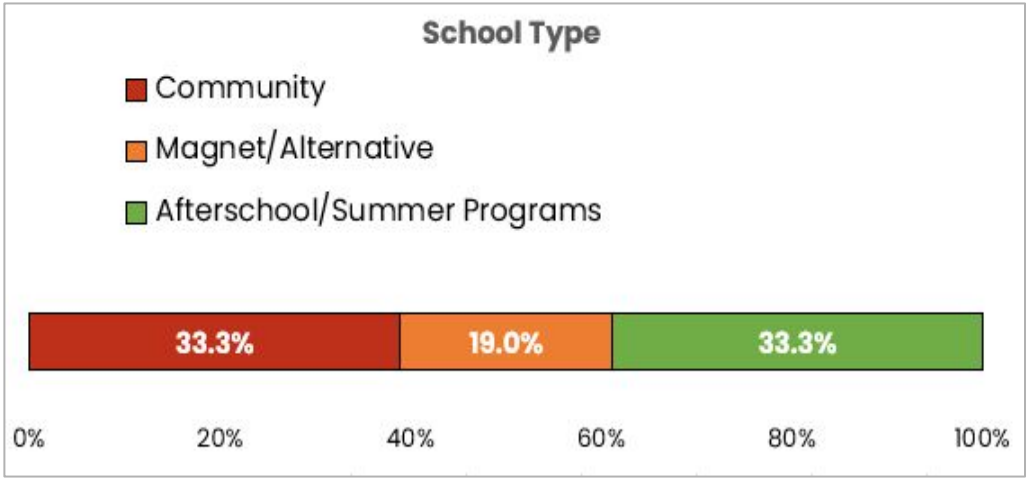
*Demographics for **16 bus driver respondents** who completed the online survey.*



Note: Not reporting other demographics data due to small sample size and to maintain confidentiality

Transportation Coordinator Surveys Demographics

*Demographics for **21 School Transportation Coordinators** who completed the online survey. Transportation Coordinators include both coordinators during the regular school day and those who coordinate transportation for afterschool or summer programming.*



Note: Not reporting other demographics data due to small sample size and to maintain confidentiality

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Appendix: MPS Transportation Processes/Context

Key Terms

Term	Working Definition
Equity and Diversity Impact Assessment (EDIA)	EDIA is an evaluation approach employed at MPS to identify and examine inequities in policies, practices, and procedures that impact stakeholders.
Stakeholder	Individuals, groups, or organizations that are impacted by a program, the program evaluation and/or the results of the evaluation
Comprehensive District Design (CDD)	A redesign of MPS district to achieve high-quality programs and outcomes, increased inclusion and access, culturally relevant family and community engagement, financial stability, operational effectiveness, and to develop a consistent and reliable reputation.
rSchool	A system for staff to request transportation for athletic events.
Participatory Evaluation	Participatory evaluation is an approach that involves the stakeholders of a program or policy in the evaluation process.
Individualized Education Plan (IEP)	An IEP outlines the unique needs of the student and the specialized goals and objectives that will help the student make educational progress. Parents are a critical partner in every phase of identifying a student for special education and in establishing the IEP.

Key Terms Continued

Term	Working Definition
Commercial Drivers License (CDL)-licensed drivers	CDL is a required license in the state of MN to operate commercial motor vehicles such as school buses.
Research Evaluation and Assessment (REA)	Within the Minneapolis School District, the Research, Evaluation & Assessment Department assists schools and the school district by collecting, interpreting and communicating findings.
Parent Advisory Councils	PACs create and support a space for vibrant family groups to come together around shared interests and experiences focused on ways to support and sustain student academic and social-emotional success. PACs increase parent and family involvement in their children's education through effective communication and leadership development while empowering and advocating for all families.
Focus Groups	Focus Groups are a method of gathering information used by evaluators. A typical focus group consists of three or more stakeholders with similar demographics who are interviewed about a program's efficacy, recommendations for improving the program, and their experience with the program.
Homeless & Highly Mobile (HHM) Student	The McKinney-Vento Homeless Assistance Act defines homelessness as children and youth "who lack a fixed, regular, and adequate nighttime residence." This includes children and youth living in the following situations: • shelters or transitional housing programs • motels, hotels or weekly rate housing • doubled up with friends or relatives because family cannot find or afford housing • abandoned buildings, public space, car or other inadequate accommodation

Activating Threshold

Policies, Practices, and Budgets that significantly impact student learning or resource allocation.

Significantly Impacts Student Learning	***Significantly Impact Resource Allocation***
• Impacts all students in the district • Impacts all students within an attendance zone • Impacts all students within a school • Impacts all students within a district-wide grade band • Impacts 5,000 or more students • Impacts 30% of students from a protected class* *Protected class defined in the MPS Policy 1304 include: 1. race 2. culture 3. color 4. creed or religion 5. national origin 6. gender 7. mental and physical ability 8. age 9. marital status 10. family structure 11. citizenship status 12. sexual orientation or affectional preference 13. gender identity or expression 14. economic status 15. veteran's status 16. any other protected class in conformance with federal, state and local laws.	• Equal to/greater than 30% of your (e.g., a school, department, or division) budget • Equal to/greater than 30% of the MPS District budget

Evaluation Questions

To what extent is transportation, specifically bussing service, equitably accessible to MPS students and caregivers?

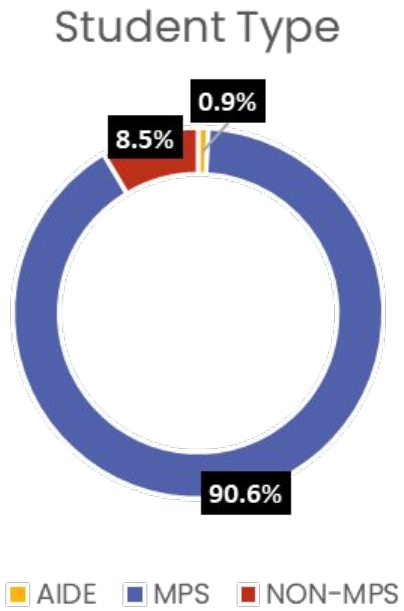
1.	**How do current transportation operations meet the needs of students and caregivers?**	A.	Who has access to existing transportation?
		B.	What is the procedure for requesting transportation? How does it function in practice?
		C.	How are decisions about transportation determined? What are factors that influence those decisions?
2.	**How do bus driver activities impact bussing services?**	A.	How are decisions about route selection determined? What are factors that influence those decisions?
		B.	How do bus drivers manage student engagement and discipline? What supports are provided to bus drivers by MPS transportation?
3.	**How do students and caregivers perceive their transportation experiences?**	A.	What is the transportation process like for students and caregivers?
		B.	How does climate and safety on a bus impact transportation usage?

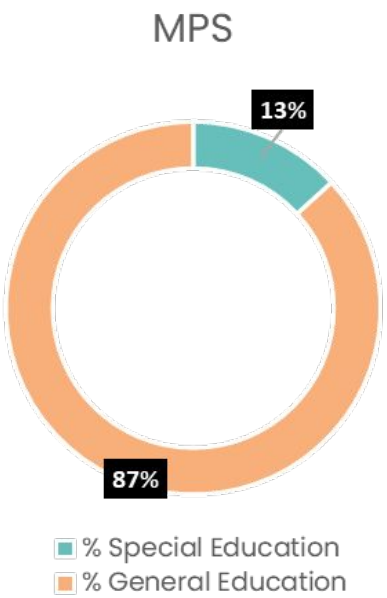
MPS Transportation Policies

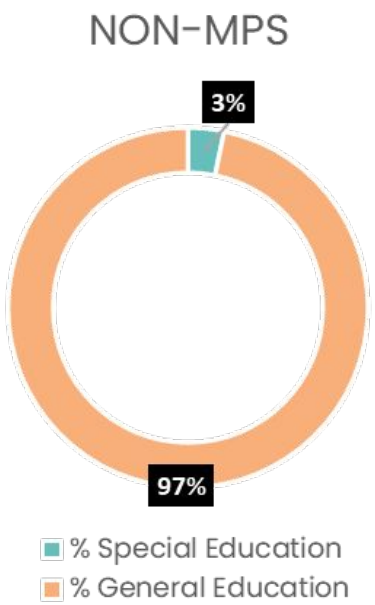
Policy / Regulation	Summary
Policy 3545 Transportation	The purpose of this policy is to establish the district policy regarding provision of transportation to students. While transportation is an appropriate service to provide to students, transportation is a privilege and not a right for an eligible student. This policy includes information about the following: who may receive transportation services, schedules and manner of transportation, fees, and transportation of non-public school students.
Regulation 3545A Transportation Services and Routes	The purpose of this regulation is to establish the criteria for district provided transportation or access to transportation - eligibility for transportation for elementary, middle school, and high school students, as well as information on route changes.
Policy 1950 Shared Time	Shared time educational experiences for private and parochial school students when they meet specific criteria. Transportation may be provided for pupils participating in the shared time program. The nonpublic school taking advantage of shared time would be responsible for paying non-reimbursed costs of transportation.
Policy 5291: Education Of Homeless Children	The purpose of this policy is to ensure that children and youth who are experiencing homelessness receive the same educational opportunities as other students who are not homeless. This policy is intended to ensure that the district is in full compliance with the McKinney-Vento Homeless Assistance Act, including the transportation of these students.

Students Transported by MPS

17,550 MPS students and 1,860 non-public students.





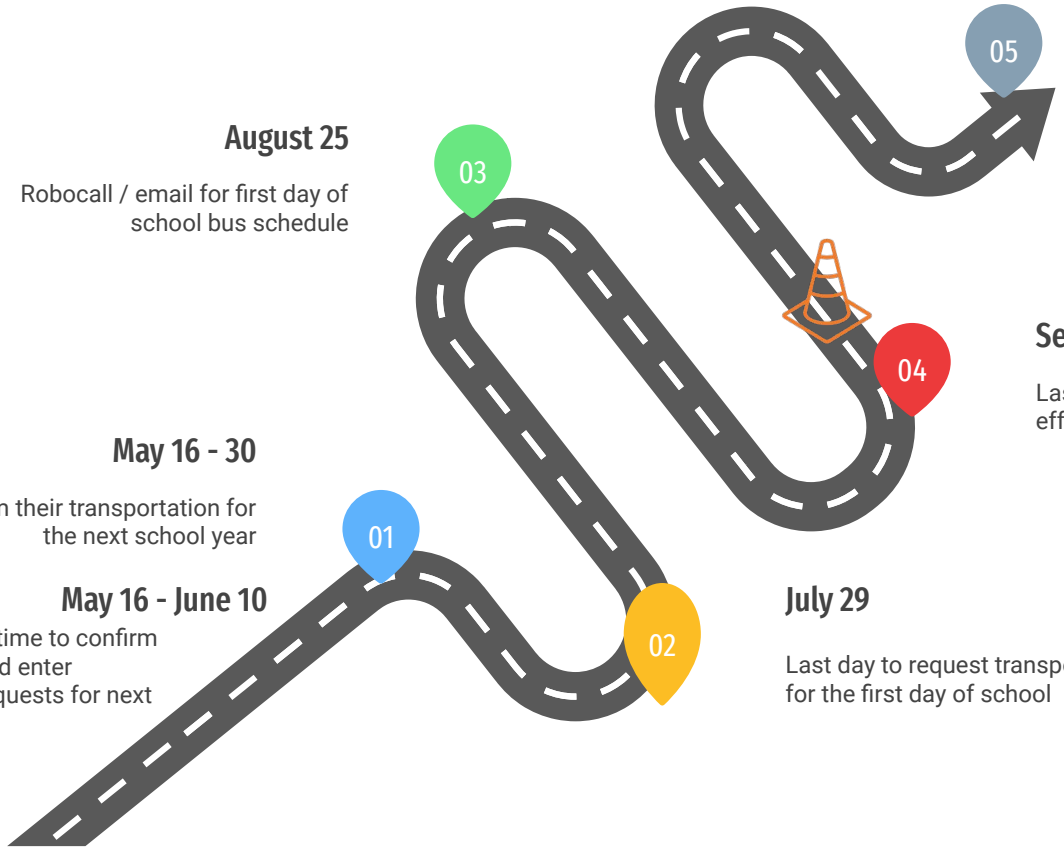


MINNEAPOLIS PUBLIC SCHOOLS

Who is Eligible to Receive MPS Transportation?

Grades PreK-5	Grades 6-8	Grades 9-12+
Yellow Bussing/Special Education Bussing/Type III Vehicles: • ***Students living a half-mile (.5 mile) or more from their schools, but still within the attendance area for that school*** • Homeless & Highly Mobile (HHM) • Specified on an Individualized Education Plan (IEP) • Midday High-5 • American Indian students who attend a pathway / best practice school receive yellow bussing city-wide.	**Yellow Bussing/Special Education Bussing/Type III Vehicles:** • ***Students living a mile (1 mile) or more from their schools, but still within the attendance area for that school*** • Homeless & Highly Mobile (HHM). • Specified on an Individualized Education Plan (IEP) • American Indian students who attend a pathway / best practice school receive yellow bussing city-wide. **Metro Transit Go-To cards:** • Any who are also eligible for yellow bus transportation.	**Yellow Bussing/Special Education Bussing/Type III Vehicles:** • North High students who are within the school's attendance zone • Homeless & Highly Mobile (HHM) • Specified on an Individualized Education Plan (IEP) • Teen parents and their infants **Metro Transit Go-To cards:** • ***Students living 2 miles or more, but still within the attendance zone for that school.*** • Qualify for Educational Benefits and are within the 2-mile walk zone of their school. • Enrolled in a city-wide program (Roosevelt Dual Language, South- All Nations, CTE Programs) and outside the walk zone of their school. • All of the above must reside in Minneapolis.

MPS Transportation Request Process (2022 - 2023 SY)



May 16 - 30

Families confirm their transportation for the next school year

May 16 - June 10

Schools use this time to confirm transportation and enter transportation requests for next school year

August 25

Robocall / email for first day of school bus schedule

July 29

Last day to request transportation for the first day of school

September 1

Last day to enter bus requests effective September 13

September 6 / 8

First day of school

MINNEAPOLIS PUBLIC SCHOOLS

Route Change and Alt Stop Requests - Policies

- Alternate Stops:
  - Students can have up to two (2) assigned school bus stops; one primary stop, and a second stop defined as an alternate stop. An alternate stop may be a second residence or daycare if it is within the school's attendance area and not in the walk zone. Bus stops are created at corners or intersections only.
  - e.g. MWF they go to one bus / stop, and the TTh they go to another bus or stop
- Change Requests:
  - In the past, change requests were processed weekly
  - Because of needs of HHM and SPED, this process was condensed to every 3 days - meaning once a change is requested, schedulers have 3 business days to make the change, which can take 3-5 days to go into effect for families

MPS Delay Data by Bus Type

GPS Details and Early/Delayed Arrival averages by company- MPS and Contracted Service Providers (Source: Fall 2023 Transportation Data)

Type	Early	Ontime	Late	No GPS	Total Runss
All Buses	**13%**	**47%**	**6%**	**34%**	**46,372**
Bille Bus	13%	43%	3%	**41%**	10,873
MPS Bus/Type III	17%	55%	5%	23%	10,096
Transit Team	10%	44%	11%	36%	9,635
MTN	14%	46%	3%	37%	9,592
Septran	10%	51%	18%	21%	3,049
Minneapolis & Suburban Bus	7%	44%	11%	37%	1,758
Great Lake Transportation	13%	50%	2%	36%	766
Lorenz	11%	45%	7%	36%	603

MPS Delay Data by School and Bus Type

GPS Details and Early/Delayed Arrival averages by school type and whether is is a general education or a special education bus type(Source: Fall 2023 Transportation Data)

Type	Early	Ontime	Late	No GPS	Total Runs
All Buses	13%	47%	6%	**34%**	46,372

Type	Early	Ontime	Late	No GPS	Total Runs
Community	13%	51%	7%	30%	23,096
Magnet	15%	53%	5%	27%	13,899
Non-Pub/Charter	11%	20%	3%	67%	5,239
Other*	11%	41%	13%	35%	4,138

Type	Early	Ontime	Late	No GPS	Total Buses
General Education	14%	49%	2%	35%	23,735
Special Education	12%	45%	**10%**	33%	22,637

Bus Discipline by Action Taken

Response	Number of Students	Number of Incidents
Consultation with Law Enforcement	3	3
No Action Recorded	8	4
No Action Taken	**18**	**28**
One-Day Suspension	15	13
Other Response*	**45**	**46**
Out-of-School Removal	13	12
Recommendation for Expulsion	5	4
Suspension	**38**	**33**
Total	145	143

*Less harsh actions, such as restorative practices

Bus Discipline by Race/Ethnicity of Student

Ethnicity	Number of Students	Number of Incidents
African American	**101**	**112**
American Indian	**12**	**10**
Asian/Pacific Islander	1	3
Hispanic	6	5
White	12	12
Total	132	142

Appendix: Additional Caregiver Survey Data

Percent of caregivers who agree or strongly agree with the following statements about their children's experiences getting to/from school across transportation types.

Statement	Percent Strongly Agree or Agree		
	Yellow Bus	Metro Transit	SPED
In general, my children are safe waiting at their bus stop.	89%	34%	85%
My children's bus stop is a reasonable distance for them to walk to.	86%	65%	92%
In general, my children are safe riding on the bus.	85%	57%	88%
In general, my children have a positive experience on the bus.	73%	61%	86%
The length of time that my children are on the bus is reasonable.	84%	67%	89%
The bus driver is respectful to my children.	90%	90%	92%
The bus driver is respectful to other students on the bus.	89%	86%	91%
The bus driver is respectful to me.	96%	83%	88%
My children's bus is usually on time.	69%	69%	62%
When the bus is delayed, it is communicated to me quickly.	28%		29%
I have never had to worry about where my children were located when they were riding the bus.	51%	45%	54%
Total Respondents*	**N = 517-778**	**N = 40-116**	**N = 57-74**

Percent of caregivers who agree or strongly agree with the following statements about their children's experiences getting to/from school on the **Yellow Bus**, disaggregated by Area of Minneapolis that they live in.

Statement	Percent Strongly Agree or Agree			
	North	Northeast	South/ Southeast	Southwest
In general, my children are safe waiting at their bus stop.	81% (88)	88% (52)	91% (371)	93% (123)
My children's bus stop is a reasonable distance for them to walk to.	73% (82)	80% (47)	88% (363)	94% (124)
In general, my children are safe riding on the bus.	72% (76)	81% (43)	87% (342)	85% (104)
In general, my children have a positive experience on the bus.	65% (69)	76% (44)	72% (292)	81% (104)
The length of time that my children are on the bus is reasonable.	83% (90)	78% (47)	84% (341)	89% (117)
The bus driver is respectful to my children.	80% (74)	96% (53)	90% (288)	94% (95)
The bus driver is respectful to other students on the bus.	78% (62)	96% (46)	91% (239)	89% (78)
The bus driver is respectful to me.	92% (77)	94% (48)	96% (272)	99% (89)
My children's bus is usually on time.	64% (69)	73% (43)	71% (287)	72% (93)
When the bus is delayed, it is communicated to me quickly.	23% (23)	31% (16)	28% (102)	33% (38)
I have never had to worry about where my children were located when they were riding the bus.	49% (52)	40% (23)	51% (205)	56% (70)
Total Respondents*	**N = 79-112**	**N = 48-60**	**N = 264-411**	**N= 88-132**

Percent of caregivers who agree or strongly agree with the following statements about their children's experiences getting to/from school on the **Metro Transit**, disaggregated by Area of Minneapolis that they live in.

Statement	Percent Strongly Agree or Agree			
	North	Northeast	South/ Southeast	Southwest
In general, my children are safe waiting at their bus stop.	27% (4)	80% (8)	64% (32)	80% (16)
My children's bus stop is a reasonable distance for them to walk to.	38% (6)	91% (10)	59% (32)	81% (17)
In general, my children are safe riding on the bus.	33% (5)	67% (6)	55% (28)	84% (16)
In general, my children have a positive experience on the bus.	44% (7)	73% (8)	60% (30)	70% (14)
The length of time that my children are on the bus is reasonable.	62% (10)	73% (8)	64% (34)	60% (12)
The bus driver is respectful to my children.	78% (7)	100% (7)	90% (27)	92% (11)
The bus driver is respectful to other students on the bus.	60% (6)	100% (7)	86% (24)	100% (10)
The bus driver is respectful to me.	67% (4)	100% (6)	79% (11)	86% (6)
My children's bus is usually on time.	46% (6)	70% (7)	69% (34)	70% (14)
I have never had to worry about where my children were located when they were riding the bus.	12% (2)	64% (7)	38% (20)	71% (15)
Total Respondents*	**N = 6-16**	**N = 6-11**	**N = 14-54**	**N= 7-21**

Percent of caregivers who agree or strongly agree with the following statements about their children's experiences getting to/from school on a **Special Education Bus**, disaggregated by Area of Minneapolis that they live in.

Statement	Percent Strongly Agree or Agree			
	North	Northeast	South/ Southeast	Southwest
In general, my children are safe waiting at their bus stop.	93% (14)	90% (9)	83% (24)	88% (7)
My children's bus stop is a reasonable distance for them to walk to.	87% (13)	100% (8)	90% (26)	88% (7)
In general, my children are safe riding on the bus.	93% (14)	100% (9)	85% (23)	88% (7)
In general, my children have a positive experience on the bus.	94% (15)	67% (6)	86% (24)	100% (8)
The length of time that my children are on the bus is reasonable.	100% (15)	100% (9)	86% (24)	88% (7)
The bus driver is respectful to my children.	92% (12)	100% (8)	88% (23)	100% (7)
The bus driver is respectful to other students on the bus.	100% (11)	100% (6)	88% (22)	100% (5)
The bus driver is respectful to me.	93% (14)	100% (9)	83% (20)	88% (7)
My children's bus is usually on time.	81% (13)	67% (6)	50% (14)	62% (5)
When the bus is delayed, it is communicated to me quickly.	36% (5)	0% (0)	31% (8)	50% (3)
I have never had to worry about where my children were located when they were riding the bus.	67% (10)	30% (3)	61% (17)	50% (4)
Total Respondents*	**N = 11-16**	**N = 6-10**	**N = 24-29**	**N= 5-8**

Percent of caregivers who agree or strongly agree with the following statements about their own experiences with MPS transportation, disaggregated by caregivers' self-reported race/ethnicity.

Statement	Percent Strongly Agree or Agree				
	African American or Black	American Indian or Alaskan Native	Asian	Latin American or Latino/a/x	White
It is easy to make transportation requests for my children.	43% (56)	27% (8)	52% (21)	64% (70)	42% (284)
It is easy for my child to use the Metro Transit passes.	24% (31)	17% (5)	8% (3)	17% (18)	12% (83)
I know who to contact to get more information about transportation.	60% (78)	52% (14)	52% (21)	58% (62)	51% (342)
I know who to contact when an issue around transportation occurs	60% (78)	43% (13)	52% (21)	64% (68)	43% (285)
MPS cares about my children's safety getting to/from school.	58% (75)	47% (14)	60% (24)	80% (86)	73% (484)
MPS meets our family's needs for transportation getting to/from school.	53% (69)	43% (13)	70% (28)	74% (80)	64% (424)
Total Respondents*	**N = 127-130**	**N = 27-30**	**N = 40**	**N = 106-109**	**N = 665-669**

Percent of caregivers who agree or strongly agree with the following statements about their children's experiences getting to/from school on the **Yellow Bus**, disaggregated by caregivers' self-reported race/ethnicity.

Statement	Percent Strongly Agree or Agree				
	African American or Black	American Indian or Alaskan Native	Asian	Latin American or Latino/a/x	White
In general, my children are safe waiting at their bus stop.	86% (69)	69% (11)	84% (27)	85% (75)	93% (443)
My children's bus stop is a reasonable distance for them to walk to.	79% (64)	56% (9)	85% (29)	84% (76)	91% (431)
In general, my children are safe riding on the bus.	79% (59)	56% (9)	81% (26)	85% (71)	87% (388)
In general, my children have a positive experience on the bus.	67% (53)	47% (7)	59% (19)	77% (64)	76% (356)
The length of time that my children are on the bus is reasonable.	73% (58)	62% (10)	91% (30)	87% (76)	87% (409)
The bus driver is respectful to my children.	75% (50)	71% (5)	88% (21)	92% (72)	91% (339)
The bus driver is respectful to other students on the bus.	75% (39)	75% (3)	88% (15)	93% (65)	90% (281)
The bus driver is respectful to me.	85% (50)	100% (7)	100% (27)	97% (75)	97% (310)
My children's bus is usually on time.	55% (43)	40% (6)	58% (19)	75% (66)	75% (356)
When the bus is delayed, it is communicated to me quickly.	25% (18)	13% (2)	17% (5)	37% (28)	31% (129)
I have never had to worry about where my children were located when they were riding the bus.	46% (36)	29% (4)	39% (12)	69% (58)	50% (232)
Total Respondents*	**N = 52-80**	**N = 4-16**	**N = 17-34**	**N = 70-91**	**N = 313-476**

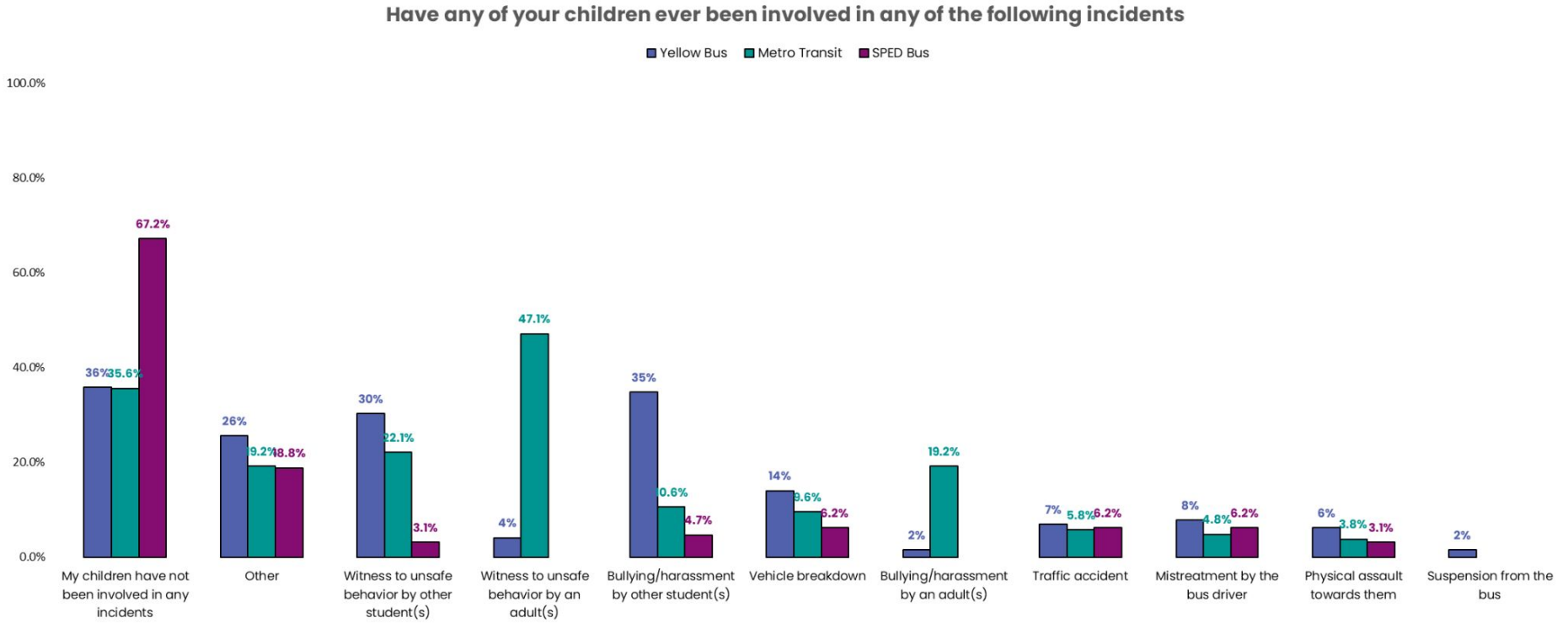
Percent of caregivers who agree or strongly agree with the following statements about their children's experiences getting to/from school on the **Metro Transit,** disaggregated by caregivers' self-reported race/ethnicity.

Statement	Percent Strongly Agree or Agree				
	African American or Black	American Indian or Alaskan Native	Asian	Latin American or Latino/a/x	White
In general, my children are safe waiting at their bus stop.	38% (9)	33% (1)	0% (0)	86% (6)	81% (46)
My children's bus stop is a reasonable distance for them to walk to.	48% (12)	67% (2)	33% (1)	62% (5)	76% (45)
In general, my children are safe riding on the bus.	33% (8)	0% (0)	0% (0)	50% (4)	79% (44)
In general, my children have a positive experience on the bus.	46% (11)	33% (1)	0% (0)	75% (6)	79% (45)
The length of time that my children are on the bus is reasonable.	64% (16)	0% (0)	0% (0)	75% (6)	75% (44)
The bus driver is respectful to my children.	77% (10)	100% (1)	33% (1)	100% (5)	100% (37)
The bus driver is respectful to other students on the bus.	62% (8)	100% (1)	67% (2)	100% (5)	100% (31)
The bus driver is respectful to me.	78% (7)	100% (1)	50% (1)	80% (4)	95% (18)
My children's bus is usually on time.	64% (14)	0% (0)	0% (0)	71% (5)	80% (43)
I have never had to worry about where my children were located when they were riding the bus.	20% (5)	0% (0)	0% (0)	62% (5)	65% (37)
Total Respondents*	**N = 9-25**	**N = 1-3**	**N = 2-3**	**N = 5-8**	**N = 19-59**

Percent of caregivers who agree or strongly agree with the following statements about their children's experiences getting to/from school on a **Special Education Bus,** disaggregated by caregivers' self-reported race/ethnicity.

Statement	Percent Strongly Agree or Agree				
	African American or Black	American Indian or Alaskan Native	Asian	Latin American or Latino/a/x	White
In general, my children are safe waiting at their bus stop.	38% (9)	s	0% (0)	86% (6)	81% (46)
My children's bus stop is a reasonable distance for them to walk to.	48% (12)	67% (2)	33% (1)	62% (5)	76% (45)
In general, my children are safe riding on the bus.	33% (8)	0% (0)	0% (0)	50% (4)	79% (44)
In general, my children have a positive experience on the bus.	46% (11)	33% (1)	0% (0)	75% (6)	79% (45)
The length of time that my children are on the bus is reasonable.	64% (16)	0% (0)	0% (0)	75% (6)	75% (44)
The bus driver is respectful to my children.	77% (10)	100% (1)	33% (1)	100% (5)	100% (37)
The bus driver is respectful to other students on the bus.	62% (8)	100% (1)	67% (2)	100% (5)	100% (31)
The bus driver is respectful to me.	78% (7)	100% (1)	50% (1)	80% (4)	95% (18)
My children's bus is usually on time.	64% (14)	0% (0)	0% (0)	71% (5)	80% (43)
I have never had to worry about where my children were located when they were riding the bus.	20% (5)	0% (0)	0% (0)	62% (5)	65% (37)
Total Respondents*	**N = 9-25**	**N = 1-3**	**N = 2-3**	**N = 5-8**	**N = 19-59**

Caregiver Incident Reports



Yellow Bus N = 679
Metro Transit N= 104
SPED Bus N= 64

MINNEAPOLIS PUBLIC SCHOOLS

Caregiver "Other" Incidents

Themes	Quotes
Type of Incident, including • Bullying/Harassment • Mistreatment by the bus driver • Physical assault towards them • Suspension from the bus • Traffic accident • Vehicle breakdown • Witness to unsafe behavior	*My children are on the public transportation light rail and have seen drug use and are approached by strangers at the stops downtown. I am constantly concerned with their safety to and from school. They are too young to be traveling public transportation without parent or adult protection. (Metro)* *On the first day of school, the bus blew a tire and was smoking and the bus kept going (according to my child). I never heard about it from anyone else. (Yellow)*
Bus Issues, including • Bus doesn't show up / canceled • Bus driver • Bus ride too long • Bus stop • Crowded on the bus • Late/Early to pick up/drop off • Metro Transit bus passes • Metro Transit bus schedule/route • Want more busses available	*Only a bus that doesn't show up or is late or leaves earlier than assigned time (Metro)* *My 5 year old daughter was put on the wrong bus they put her in a different bus then his brother because supposedly bus #2 which they rode for last year and the beginning of the year but then they switch my 2 children to bus 4 and now it takes 1 hour or sometimes more to get home we was an hold ti try and find my daughter and communicate with the bus drivers it was a terrifying experience for our family (Yellow)*

Caregiver "Other" Incidents Continued

Themes	Quotes
Communication, including • Lack of information • Not communicating issues or delays	*The situation this year was the worst it's ever been. The second day of school the bus didn't even drop off our child, and it wasn't communicated where our child was. Around 30-minutes late, we started to call to find out where our child was. There was no communication how long to expect to wait for a late bus… We tried calling transportation, and there was no answer. We finally found out from calling out school that our child was dropped off at a different school (Hiawatha), because the principal determined that the bus driver was untrustworthy to get the students home safely. This was not communicated to us…(Yellow)*

Appendix: Additional Student Survey Data

Percent of students who agree or strongly agree with the following statements about their experience getting to/from school using the **Yellow Bus**, disaggregated by the area of Minneapolis they live in.

Statement	Percent Strongly Agree or Agree			
	North	Northeast	South/Southeast	Southwest
In general, I feel safe waiting at my bus stop	86% (18)	100% (10)	87% (47)	88% (15)
The distance that I walk to my bus stop is not too far.	77% (17)	70% (7)	85% (44)	76% (13)
In general, I feel safe riding on my bus.	50% (9)	56% (5)	82% (40)	94% (15)
In general, I feel that I have a positive experience on my bus.	53% (9)	50% (5)	58% (28)	75% (12)
Other students on the bus are respectful to me.	58% (11)	55% (6)	65% (35)	81% (13)
Other students on the bus are respectful to each other.	17% (3)	22% (2)	31% (17)	38% (6)
Other students on the bus are respectful to the bus driver.	50% (10)	64% (7)	61% (31)	69% (11)
Other adults that ride my bus are respectful to me.	75% (15)			
Other adults that ride my bus are respectful to other students.	94% (17)			
Total Respondents*	**N = 17-22**	**N = 9-11**	**N = 36-56**	**N = 15-16**

Continued: Percent of students who agree or strongly agree with the following statements about their experience getting to/from school using the **Yellow Bus**, disaggregated by the area of Minneapolis they live in.

Statement	Percent Strongly Agree or Agree			
	North	Northeast	South/Southeast	Southwest
The time that I spend riding my bus is not too long.	70% (14)	73% (8)	75% (42)	100% (16)
I feel that my bus driver is respectful to me.	82% (14)	100% (11)	88% (46)	88% (15)
I feel that my bus driver is respectful to other students on the bus	62% (13)	100% (11)	90% (45)	94% (16)
I feel that my bus driver is respectful to my parents/guardians.	75% (15)	100% (9)	100% (36)	93% (14)
My bus is usually on time to school.	77% (17)	91% (10)	70% (37)	71% (12)
My bus is usually on time to drop me off at home.	86% (18)	100% (11)	83% (45)	75% (12)
If something bad were to happen to me while riding the bus, there is a grown up at my school I can talk to about it.	77% (17)	78% (7)	90% (43)	88% (14)
Total Respondents*	**N = 17-22**	**N = 9-11**	**N = 36-56**	**N = 15-16**

Percent of students who agree or strongly agree with the following statements about their experience getting to/from school using the **Metro Transit**, disaggregated by the area of Minneapolis they live in.

Statement	Percent Strongly Agree or Agree			
	North	Northeast	South/Southeast	Southwest
In general, I feel safe waiting at my bus stop	69% (18)	100% (4)	80% (53)	81% (17)
The distance that I walk to my bus stop is not too far.	79% (22)	100% (5)	80% (56)	90% (19)
In general, I feel safe riding my bus.	82% (23)	75% (3)	74% (49)	81% (17)
In general, I feel that I have a positive experience on my bus.	77% (20)	100% (4)	70% (45)	85% (17)
Other students on the bus are respectful to me.	88% (21)	100% (5)	92% (57)	100% (21)
Other students on the bus are respectful to each other.	67% (14)	100% (3)	80% (49)	90% (18)
Other students on the bus are respectful to the bus driver.	86% (19)	100% (4)	87% (53)	89% (17)
Other adults that ride my bus are respectful to me.	92% (23)	60% (3)	87% (54)	80% (16)
Other adults that ride my bus are respectful to other students.	83% (20)	75% (3)	89% (48)	78% (14)
Total Respondents*	**N = 17-22**	**N = 9-11**	**N = 36-56**	**N = 15-16**

Continued: Percent of students who agree or strongly agree with the following statements about their experience getting to/from school using the **Metro Transit**, disaggregated by the area of Minneapolis they live in.

Statement	Percent Strongly Agree or Agree			
	North	Northeast	South/Southeast	Southwest
The time that I spend riding my bus is not too long.	60% (15)	100% (5)	68% (47)	85% (17)
I feel that my bus driver is respectful to me.	96% (27)	100% (5)	97% (64)	86% (18)
I feel that my bus driver is respectful to other students on the bus	100% (25)	100% (5)	97% (60)	90% (19)
I feel that my bus driver is respectful to my parents/guardians.	100% (16)	100% (1)	100% (37)	100% (11)
My bus is usually on time to school.	73% (16)	50% (2)	65% (40)	75% (15)
If something bad were to happen to me while riding the bus, there is a grown up at my school I can talk to about it.	68% (13)	75% (3)	79% (48)	88% (15)
Total Respondents*	**N = 16-28**	**N = 1-5**	**N = 37-70**	**N = 11-21**

Percent of students who agree or strongly agree with the following statements about their experience getting to/from school on the **Yellow Bus**, disaggregated by the students' self-identified race/ethnicity.

Statement	Percent Strongly Agree or Agree					
	African American or Black	**American Indian or Alaskan Native**	**Asian**	**Latin American or Latino/a/x**	**Native Hawaiian or Other Pacific Islander**	**White**
In general, I feel safe waiting at my bus stop	87% (27)	80% (4)	100% (8)	83% (19)	100% (1)	94% (76)
The distance that I walk to my bus stop is not too far.	80% (24)	100% (3)	75% (6)	77% (17)	100% (1)	85% (66)
In general, I feel safe riding on my bus.	72% (18)	100% (4)	62% (5)	74% (17)	100% (1)	83% (62)
In general, I feel that I have a positive experience on my bus.	65% (15)	100% (3)	50% (4)	57% (12)	100% (1)	63% (48)
Other students on the bus are respectful to me.	67% (18)	60% (3)	86% (6)	57% (12)	100% (1)	69% (54)
Other students on the bus are respectful to each other.	37% (11)	50% (2)	25% (2)	29% (6)	0% (0)	28% (21)
Other students on the bus are respectful to the bus driver.	62% (18)	50% (2)	38% (3)	41% (9)	100% (1)	64% (48)
Total Respondents*	**N = 23-31**	**N = 3-5**	**N = 4-8**	**N = 18-24**	**N = 1**	**N = 56-82**

Continued: Percent of students who agree or strongly agree with the following statements about their experience getting to/from school on the **Yellow Bus**, disaggregated by the students' self-identified race/ethnicity.

Statement	Percent Strongly Agree or Agree					
	African American or Black	**American Indian or Alaskan Native**	**Asian**	**Latin American or Latino/a/x**	**Native Hawaiian or Other Pacific Islander**	**White**
The time that I spend riding my bus is not too long.	70% (21)	50% (2)	88% (7)	71% (17)	100% (1)	79% (65)
I feel that my bus driver is respectful to me.	90% (26)	80% (4)	100% (8)	95% (21)	100% (1)	93% (71)
I feel that my bus driver is respectful to other students on the bus	76% (22)	80% (4)	100% (7)	90% (19)	100% (1)	95% (70)
I feel that my bus driver is respectful to my parents/guardians.	92% (24)	100% (4)	75% (3)	94% (17)	100% (1)	98% (55)
My bus is usually on time to school.	71% (22)	50% (2)	62% (5)	50% (11)	100% (1)	79% (64)
My bus is usually on time to drop me off at home.	83% (24)	100% (3)	88% (7)	86% (18)	100% (1)	82% (65)
If something bad were to happen to me while riding the bus, there is a grown up at my school I can talk to about it.	**76% (22)**	**100% (3)**	**100% (8)**	**95% (20)**	**100% (1)**	**90% (61)**
Total Respondents*	**N = 23-31**	**N = 3-5**	**N = 4-8**	**N = 18-24**	**N = 1**	**N = 56-82**

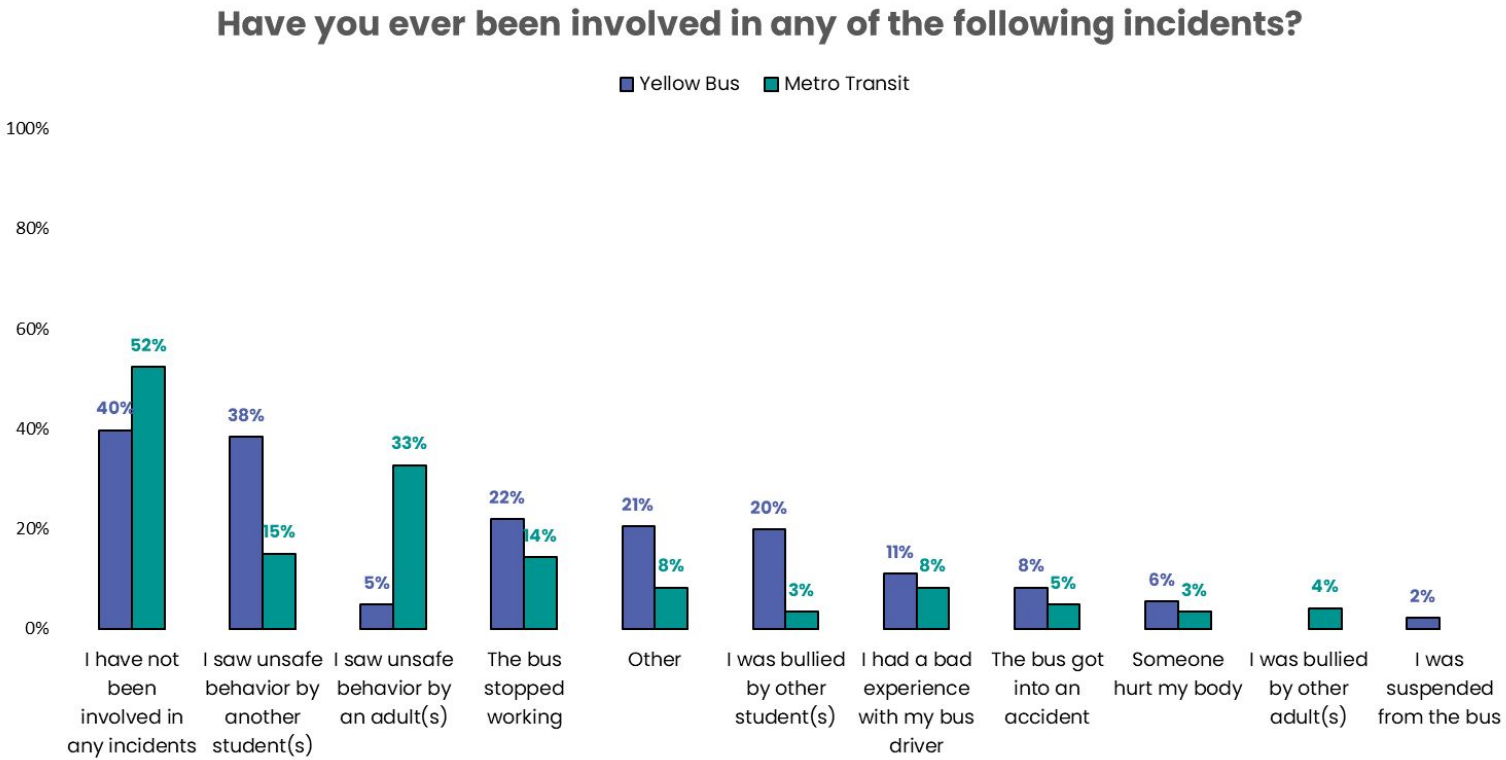
Percent of students who agree or strongly agree with the following statements about their experience getting to/from school on the **Metro Transit**, disaggregated by the students' self-identified race/ethnicity.

Statement	Percent Strongly Agree or Agree				
	African American or Black	American Indian or Alaskan Native	Asian	Latin American or Latino/a/x	White
In general, I feel safe waiting at my bus stop	74% (23)	50% (1)	80% (12)	64% (18)	86% (66)
The distance that I walk to my bus stop is not too far.	68% (23)	100% (3)	94% (16)	93% (25)	82% (69)
In general, I feel safe riding on my bus.	73% (24)	33% (1)	75% (12)	68% (19)	77% (61)
In general, I feel that I have a positive experience on my bus.	69% (22)	67% (2)	93% (14)	68% (17)	74% (58)
Other students on the bus are respectful to me.	94% (29)	100% (3)	93% (14)	85% (22)	91% (73)
Other students on the bus are respectful to each other.	68% (21)	100% (2)	100% (11)	62% (16)	87% (65)
Other students on the bus are respectful to the bus driver.	72% (21)	100% (3)	73% (11)	83% (20)	91% (69)
Other adults that ride my bus are respectful to me.	87% (27)	0% (0)	88% (15)	83% (20)	87% (68)
Other adults that ride my bus are respectful to other students.	89% (24)	50% (1)	80% (12)	83% (20)	87% (60)
Total Respondents*	**N = 15-34**	**N = 1-3**	**N = 9-17**	**N = 14-28**	**N = 42-84**

Continued: Percent of students who agree or strongly agree with the following statements about their experience getting to/from school on the **Metro Transit**, disaggregated by the students' self-identified race/ethnicity.

Statement	Percent Strongly Agree or Agree				
	African American or Black	American Indian or Alaskan Native	Asian	Latin American or Latino/a/x	White
The time that I spend riding my bus is not too long.	56% (19)	100% (2)	88% (15)	62% (15)	75% (61)
I feel that my bus driver is respectful to me.	91% (30)	100% (2)	88% (14)	92% (24)	98% (78)
I feel that my bus driver is respectful to other students on the bus	90% (27)	100% (2)	93% (14)	92% (22)	97% (76)
I feel that my bus driver is respectful to my parents/guardians.	100% (15)	100% (2)	100% (9)	100% (14)	100% (42)
My bus is usually on time to school.	50% (15)	50% (1)	64% (9)	71% (17)	72% (56)
If something bad were to happen to me while riding the bus, there is a grown up at my school I can talk to about it.	73% (19)	100% (3)	69% (9)	77% (17)	85% (63)
Total Respondents*	**N = 15-34**	**N = 1-3**	**N = 9-17**	**N = 14-28**	**N = 42-84**

Student Incident Reports



Yellow Bus N=146
Metro Transit N= 147

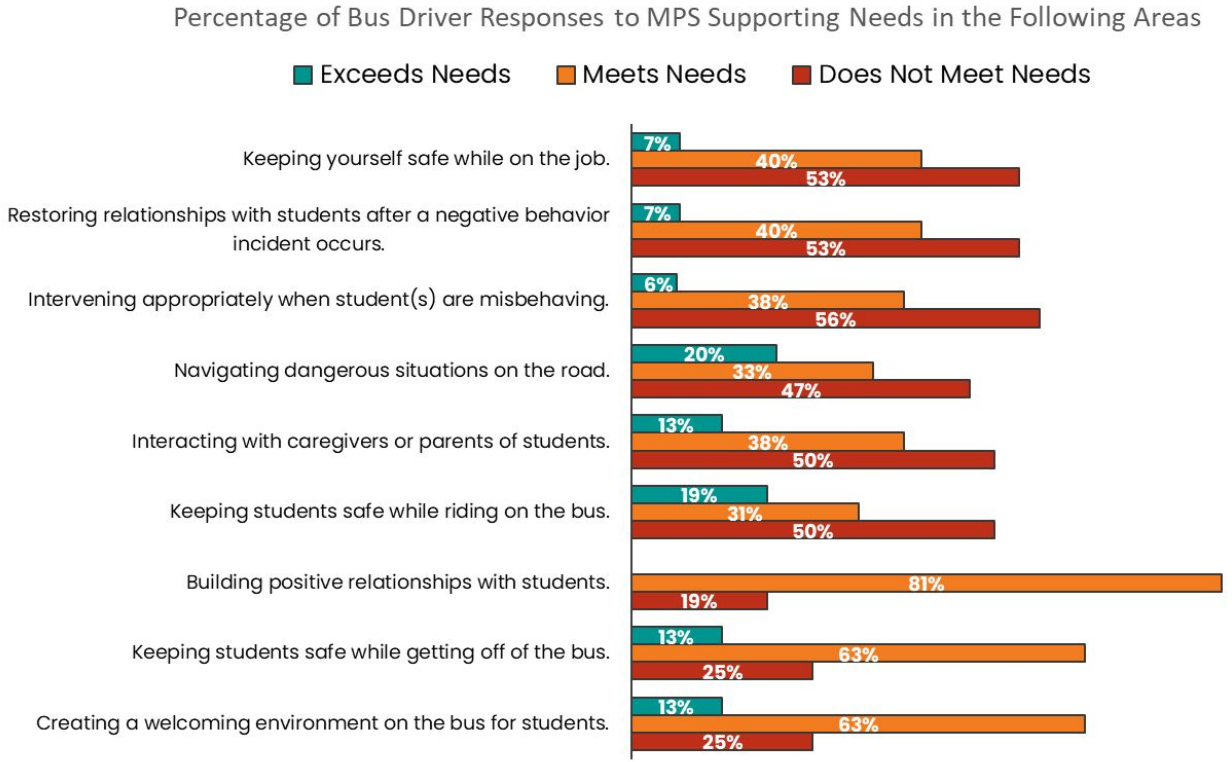
MINNEAPOLIS PUBLIC SCHOOLS

Student "Other" Incidents

Theme	Quotes
Type of Incident, including • Bullying/Harassment • Mistreatment by the bus driver • Physical assault towards them • Traffic accident • Vehicle breakdown • Witness to unsafe behavior • Other incident	*Someone tried to steal my phone. That made me not want to ride the bus but it's my only way home. I wish we still had the yellow buses. (Metro)* *There was a time on the bus when a student brought a pocket knife, and threatened some people (Including me) with the knife. (Yellow)* *Guns been pulled out on bus, Adults trying to touch students sexually and violently, Bus drivers not letting students on simply because there students causing me and others to be late, Sexual assault by other students, Bus crashing into cars, Not feeling safe because the bus driver is a horrible unsafe driver. Fallen over because the bus drivers make sudden stops at the last minute causing bodily injuries not just to me but others. (Metro)* *Only that I have to walk a mile to get from my bus stop too my house and when its icy I have gotten hurt. (Yellow)* *Kids in the back of the bus vape and do drugs. (Yellow)* *I have been really bullied on Bus [Number] and a lot of the students started fights and spread rumors that were not true about me and fellow students on Bus [Number]. (Yellow)*

Appendix: Additional Bus Driver Survey Data

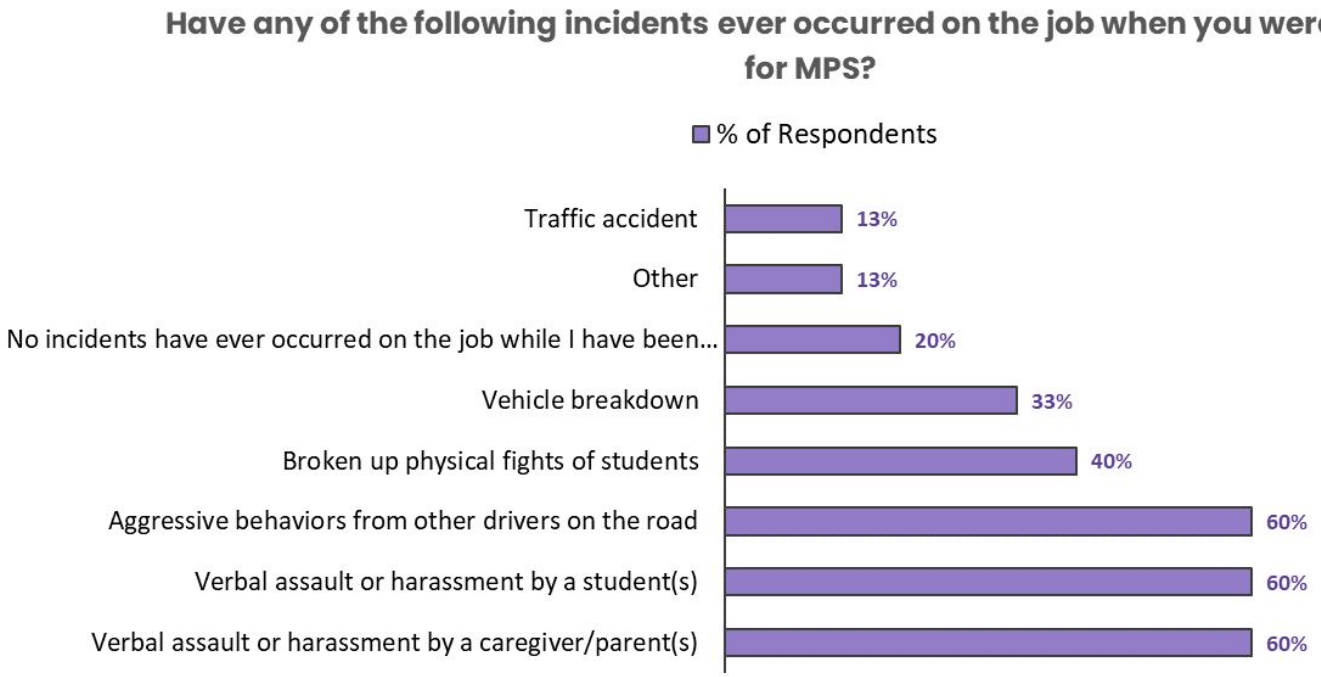
Bus Drivers- Ratings on MPS Support



N= 15-16

MINNEAPOLIS PUBLIC SCHOOLS

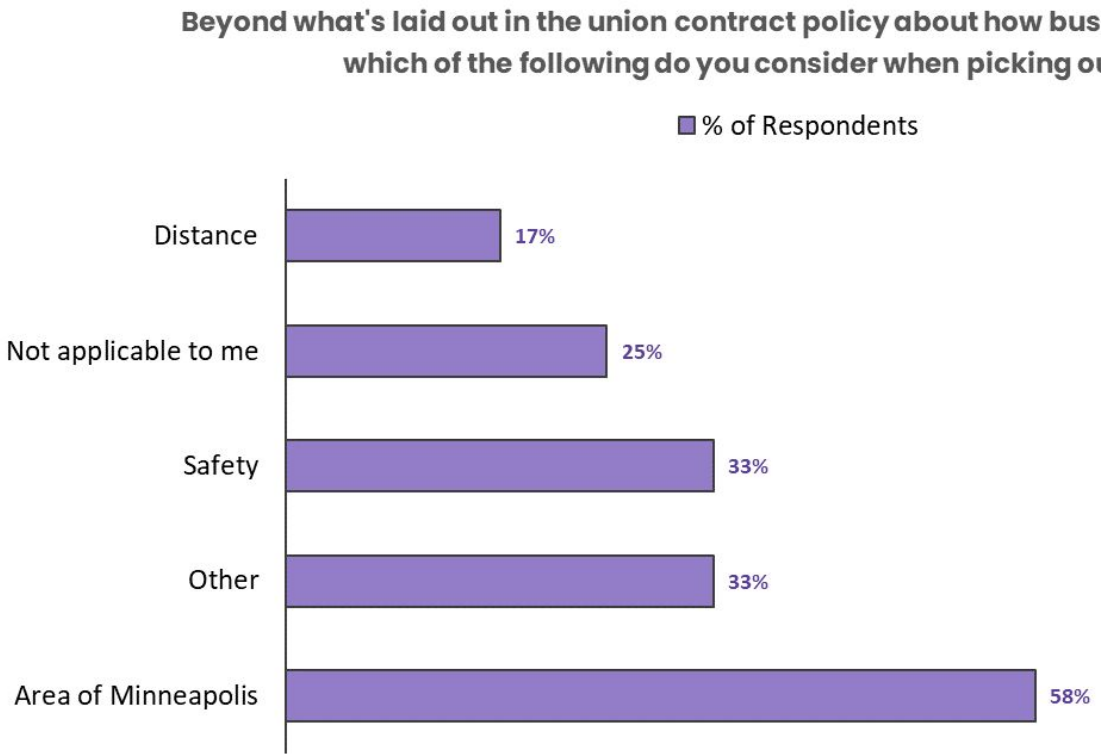
Bus Drivers- Incident Reports



N= 15

MINNEAPOLIS PUBLIC SCHOOLS

Bus Drivers- Bidding Decisions

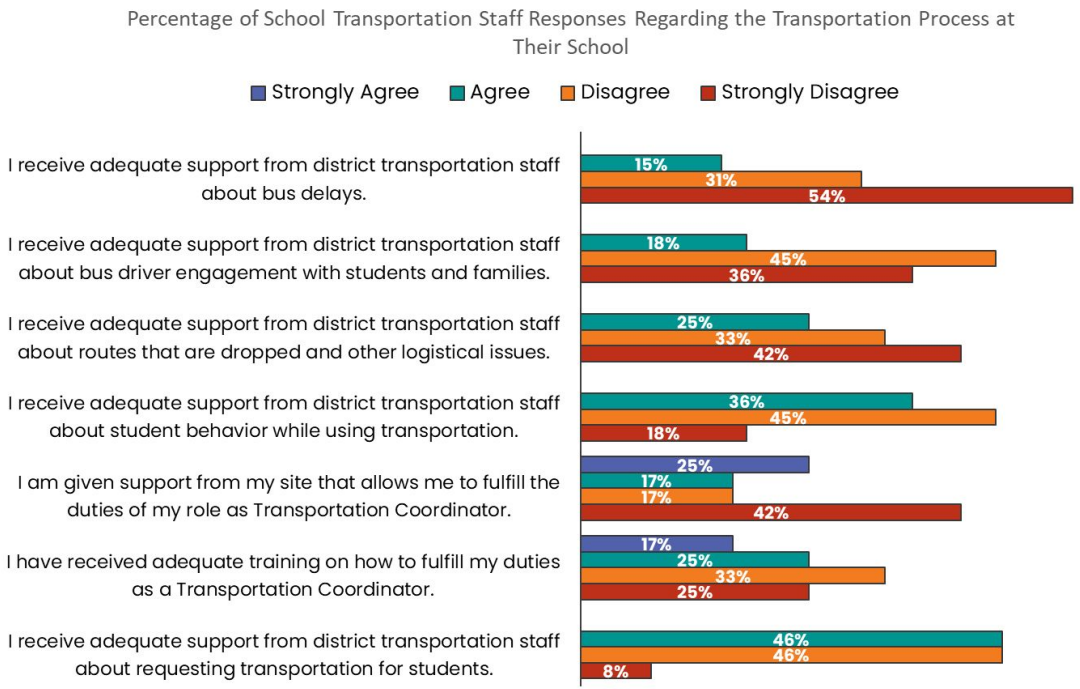


N= 12

MINNEAPOLIS PUBLIC SCHOOLS

Appendix: Additional Staff Survey Data

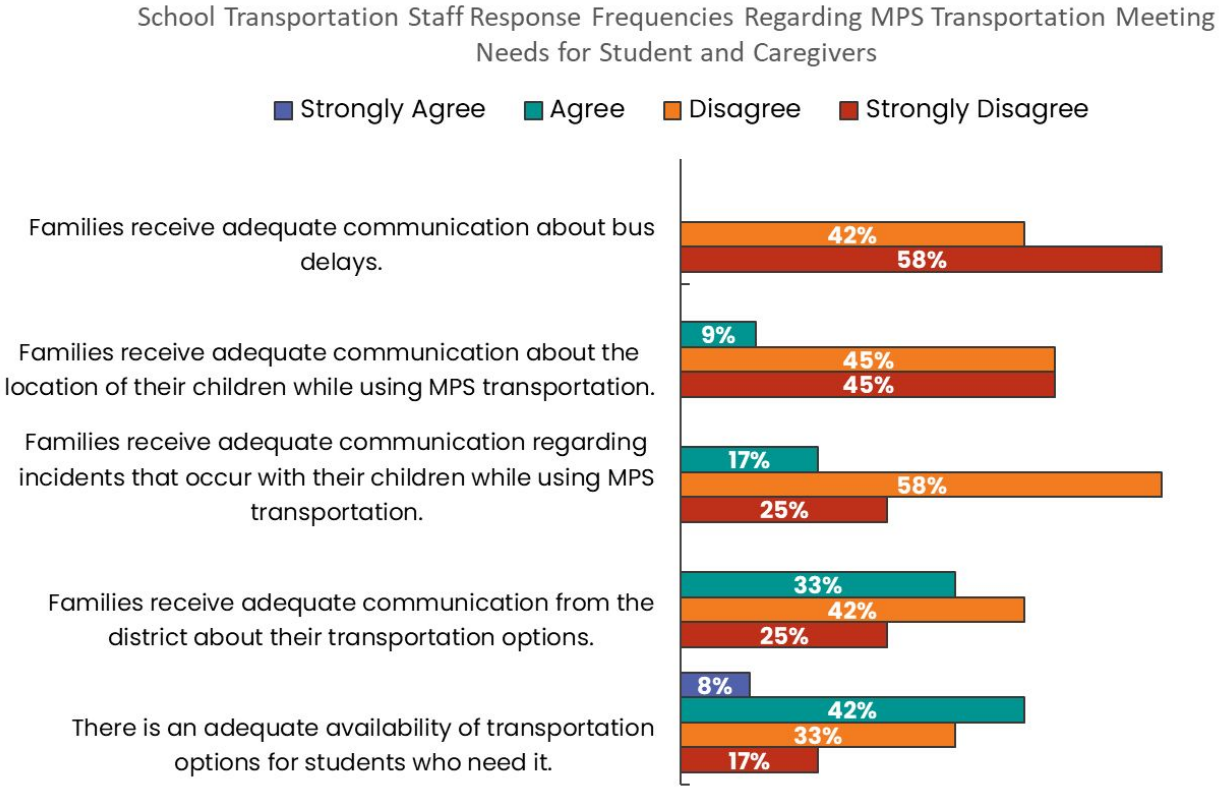
School Transportation Coordinators- Attitudes Towards Transportation Process & Support



N= 11-13

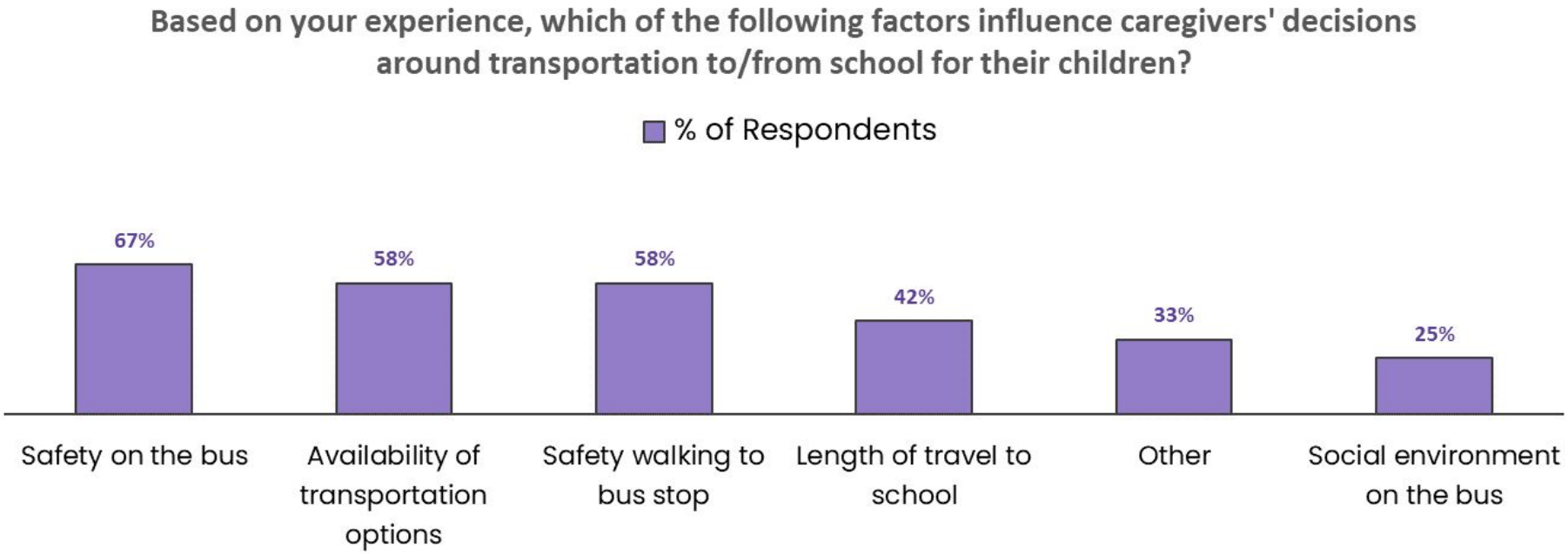
MINNEAPOLIS PUBLIC SCHOOLS

School Transportation Staff Attitudes Towards MPS Transportation Meeting the Needs of Students and Caregivers



N= 11-13

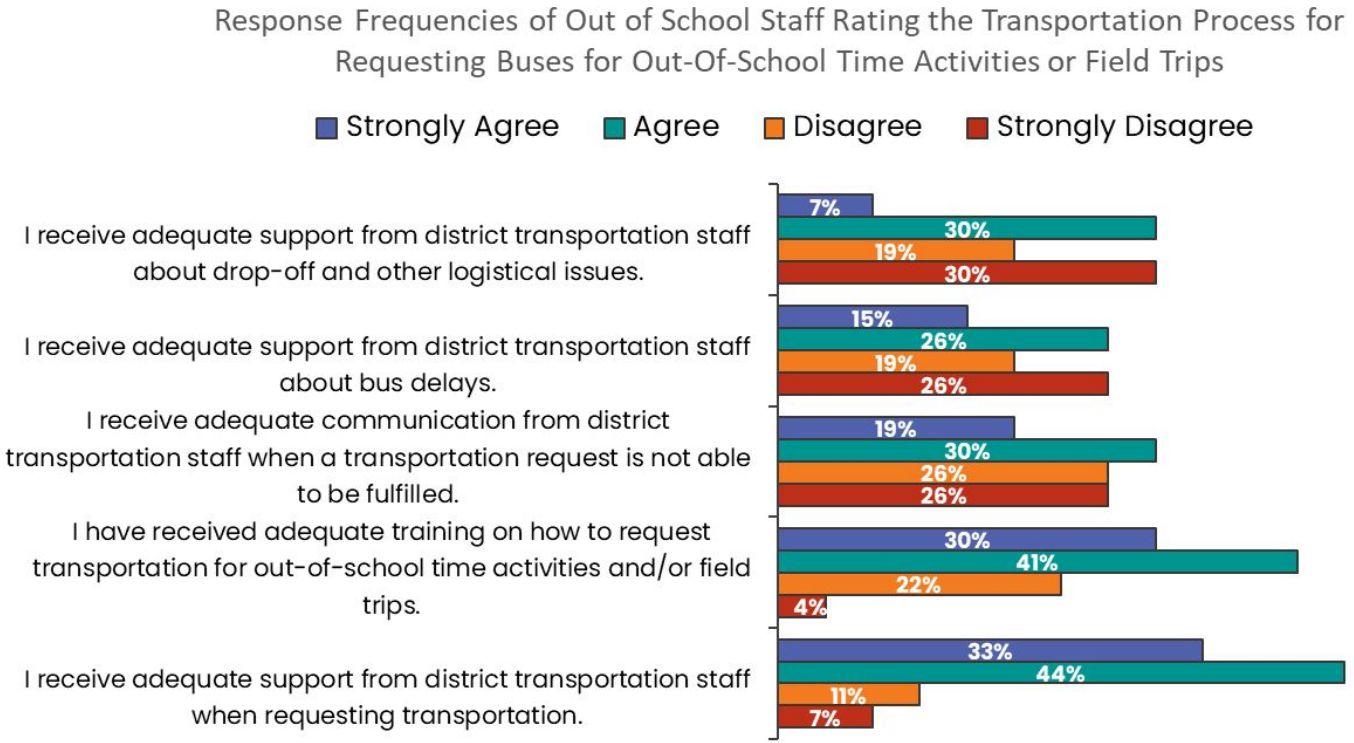
School Transportation Staff Experience on Caregiver Influencing Transportation Decisions



N= 12

MINNEAPOLIS PUBLIC SCHOOLS

Out of School Time Staff- Support for Transportation Request Process

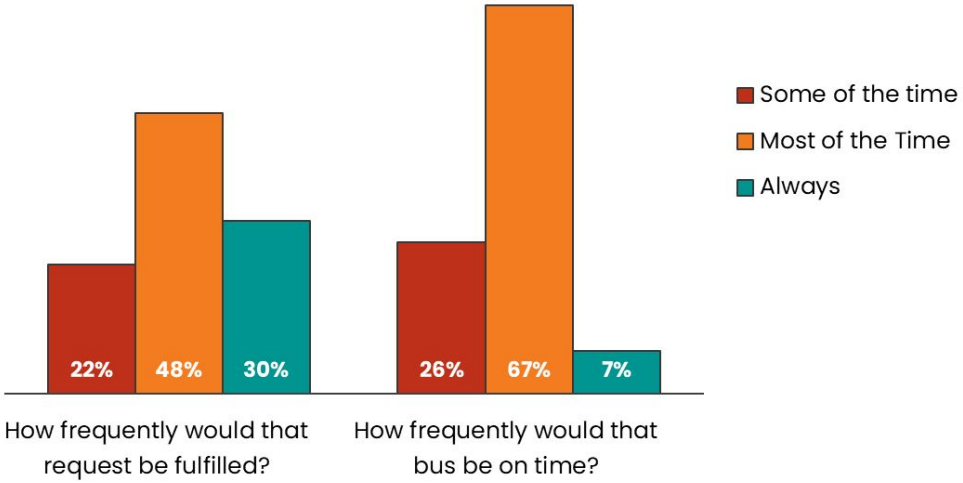


N= 27

MINNEAPOLIS PUBLIC SCHOOLS

Out of School Time Staff Ratings on Timeliness of Requests

Thinking over the past year, when you would request a bus for your students...



N= 27

MINNEAPOLIS PUBLIC SCHOOLS

Are some families more impacted by transportation operations?

Language Barriers:

"We are relying on families to have the app on their phone and assuming they have a data plan to have those apps AND to understand the English language.....Bus App not in other languages. This is a language barrier for Spanish speakers." (**School Transportation Coordinator, focus group**)

The personnel continues to be an issue. For example, the personnel at [School 1] do not speak the language or do not have a way to communicate with families. At [School 2], they have more empathy with the families. Because at [School 1], whoever's there washes their hands of our issues. Every time. (**Latine Caregiver focus group**)

Are some families more impacted by transportation operations?

HHM & SPED

"12 students receiving special education were removed when the schedule was changed - why? Parents wanted to sue.
SPED student needed a bus aide but were not given one.
It's not legal. Not following students' IEP. Very stressful for parents.
" (**School Transportation Coordinator, focus group**)

"Sometimes students living in shelters get overlooked a lot when the route changes, or have substitute drivers, or get a new driver." (**School Transportation Coordinator, focus group**)

Are some families more impacted by transportation operations?

Ability to Bring Child to School:

"This is a HUGE equity issue that we're not being flexible to solve, i'm also an MPS parent so if my child doesn't get routed on a bus for six weeks I have privilege to figure it out but at my building, there's students who miss school for 6 weeks bc their parents don't have ability to figure it out and these are most vulnerable students
Impact - missing school, missing credits, for 9th graders they're missing orientation/new to high school" (**School Transportation Coordinator, focus group**)

"...our upper-middle class families can solve the transportation issues. However, our low-income families who do not have the time to sit on the phone or give rides to their children to school are really suffering." (**School Transportation Coordinator, focus group**)

To: Minneapolis Public Schools Board of Education

From: Sarah Hunter, Executive Director of Strategic Initiatives

Date: April 10th, 2024

Re: Equity and Diversity Impact Assessment (EDIA) of MPS Transportation

Minneapolis Public Schools is committed to the goal of creating a system in which all students and families, particularly those with the greatest need, have access to the best possible education and experience in our district's schools.

The Minneapolis Public Schools Research, Evaluation, and Assessment (REA) recently completed its Equity and Diversity Impact Assessment (EDIA) of the district's policies and practices that relate to the transportation of students in our schools. The goal of the EDIA is to identify inequities within the MPS system. Issues surrounding the MPS transportation system lead to inequities in which students can reliably get to school, attend field trips, and participate in summer and afterschool personal and other academic enrichment opportunities. This disproportionately affects families of color, and students and families that do not have the resources to get to school when transportation is not available, safe, and reliable.

Transporting more than 19,400 students with various support needs, combined with a staffing and resource shortage, creates a complex system. Additionally, MPS families and staff are increasingly concerned about the safety on and around MPS-provided transportation. Addressing barriers and inequities will take more than just changes from the Transportation Department, but a system-wide approach.

The results of the EDIA bring forth three levels of needed change. First, communication around transportation processes and changes needs to be improved across the district. The decentralized nature of how schools coordinate transportation for families can lead to some schools having robust transportation access and support, and others not. Current technology and software must be improved and/or replaced to better serve the communication needs within the transportation system. A lack of communication across the transportation department, schools, and families can lead to complications in getting students access to education and outside-of-school activities.

Second, results from this EDIA point to the need for an increased focus on creating a safe and welcoming environment on MPS transportation. MPS as a system needs to address the safety concerns families and staff are raising about the safety and culture on and around the buses and Metro Transit public system that high school and middle school students utilize. For MPS buses, there needs to be a clearer and more effective system for addressing safety concerns on buses, such as increased staffing on buses and a restorative discipline process for drivers and students.

Lastly, the results emphasize the need to expand access to transportation for all families, as well as improve reliability of transportation currently. Families find that the walking zones are far and not always safe for their students, and therefore would benefit from MPS-provided transportation. Additionally, students in middle and high school would benefit from expanded access to Metro Transit passes, as they provide opportunities beyond attending school, such as access to work and other enrichment opportunities. For families that are currently eligible for transportation, delays in requesting transportation and delays in bus timeliness are causing students to arrive late to school, caregivers not knowing where their children are, and families choosing to opt-out of provided transportation.

Changes within the Transportation department have already begun, and mirror the changes suggested in the report. The Transportation Department and REA will continue to work in partnership to create a plan of action to address the findings of the EDIA. We welcome any recommendations from the EDIA Committee and the Board of Education on ways that the transportation system can more equitably and better serve MPS families.

Sincerely,

EDIA Staff

Sarah Hunter, Executive Director of Strategic Initiatives

Kate Parkinson, Director of REA

Jordan Pinneke, Data Scientist

Tayler Marks, Evaluation Specialist

Transportation Equity and Diversity Impact Assessment: Final Report Summary

Research, Evaluation, and Assessment

April 2024

Introduction

During the summer of 2022, the Board of Education directed the Research, Evaluation, and Assessment (REA) Department to conduct an Equity and Diversity Impact Assessment (EDIA) to identify and examine inequities in policies, practices, and procedures that impact transportation in Minneapolis Public Schools (MPS). This EDIA examined the extent to which MPS' practices aligned to transportation support efforts to provide eligible families with transportation to and from school and school-related activities. REA worked in partnership with the Transportation Department to complete the Transportation EDIA.

The Transportation EDIA was guided by three key evaluation questions: 1) How do current transportation operations meet the needs of students and caregivers?; 2) How do bus driver activities impact bussing services?; and 3) How do students and caregivers perceive their transportation experiences?

Methods Overview

Caregivers & Students

Surveys and group conversations examined families' experiences with the MPS Transportation system.

- ***Reached 1,309 Caregivers, 327 who identify as BIPOC, 630 that identify as white, and 352 that did not provide their race/ ethnicity.***
- ***Reached 568 middle and high school students, 193 who identify as BIPOC, 272 who identify as white, and 103 that did not provide their race/ ethnicity.***

Bus Drivers

Surveys and group conversations examined bus drivers' practices and experiences with driving for MPS.

- ***Reached 36 bus drivers total, 16 who are employed by MPS, 17 who are employed by contracted service providers, and 2 who did not provide employment details.***

School & District Staff

Surveys and group conversations with school and district staff examined their experiences with MPS Transportation

- ***Reached 36 School Transportation Coordinators who are staff that support families at their school. Also reached 27 staff that support transportation outside of the regular school day (field trips, athletic trips, afterschool, etc.).***
- ***Reached 26 Transportation Department district leadership and staff.***

Existing & Archival Data

Existing data were analyzed, including:

- ***Fall 2023 Transportation Data for bus routes, time students spend on bus, walk zone and stops, and bus delays and arrivals.***
- ***School Year 2022-23 student behavior and suspension data on MPS transportation.***
- ***Meeting notes and recordings with Transportation Department leadership that provided additional information and context.***

Overall Finding: The current state of transportation at MPS does not sufficiently address the safety concerns and communication needs of the families that it serves. There are also barriers that families experience around the access to and reliability of transportation services.

The EDIA findings fall into three categories related to student placement: (1) Communication, (2) Safety & Climate, and (3) Access & Reliability.

Communication

The current communication system, which tends to be decentralized across schools, creates various barriers to safe and reliable transportation and can lead to incomplete, incorrect, or untimely information. The decentralized communication system has resulted in a lack of transparency for families and increasing frustration from caregivers regarding busing delays, requests, routing, and changes. The technology used to communicate to both families and staff has been difficult for stakeholders to use and hasn't been able to address the various needs of the transportation system.

Safety & Climate

The current system of transportation does not meet the safety needs of students and bus drivers. Stakeholders reported that there is a lack of consistent follow-up after safety or behavior incidents occur on or around transportation. Although some caregivers mentioned safety concerns on MPS yellow buses, the vast majority of safety concerns came from families of Metro Transit users. The transit stops themselves - in addition to the experiences while riding transit - were mentioned as generally unsafe. In group conversations, caregivers who identified Hmong, Black/African American, American Indian or Alaskan Native, and Latine frequently mentioned safety and climate concerns on or around yellow buses, Metro transit, and SPED buses.

Access & Reliability

Access to and the reliability of transportation is crucial for getting all students to school, but I especially important for families that do not have other transportation options when MPS transportation is unavailable. MPS families and staff are concerned about inequitable access to reliable transportation to and from school and school-related activities. Eligibility for MPS-provided transportation is currently based on a number of factors including walk zones, attendance boundaries, students' grade level, and more. These qualifications for transportation mean that there are a number of students who don't receive transportation to and/or from school at all. For students who receive transportation from MPS, the delays in the request process and the unreliability of transit can result in students arriving late to school, caregivers not knowing where their children are, and families opting-out of provided transportation (or sometimes leaving the Minneapolis Public Schools system altogether).

EDIA Committee Recommendations

Based on these findings, the EDIA Committee recommends that MPS make both large structural changes, as well as specific changes in five areas:
1) *Communication*, for example, addressing barriers and streamlining communication, 2) *Technology & Software,* for example, addressing technology issues and replacing current technology with more reliable options, 3) *Safety and Climate*, for example, developing an effective system of reporting and following up on incidents, 4) *Staffing,* for example, develop a plan to hire and retain more drivers and bus aides to increase availability and safety of MPS transportation, and 5), *Access and* Eligibility, for example, expanding access to transportation options for more families. The full list of EDIA Committee recommendations is included in the final Student Placement EDIA report.

Evaluación del Impacto de la Equidad y la Diversidad en el Transporte: Resumen del Informe Final

Research, Evaluation, and Assessment

April 2024

Introducción

Durante el verano de 2022, la Junta Directiva de Educación ordenó al Departamento de Investigación, Evaluación y Valoración (REA, por sus siglas en inglés) que realizara una Evaluación de Impacto de la Equidad y Diversidad (EDIA, por sus siglas en inglés) para identificar y examinar las desigualdades en las políticas, las prácticas y procedimientos que afectan el transporte en Minneapolis Public Schools (MPS). EDIA examinó el grado en que las prácticas de MPS se alinearon con los esfuerzos de apoyo al transporte para proporcionar a las familias elegibles transporte hacia y desde la escuela y actividades relacionadas con la escuela. REA trabajó en colaboración con el Departamento de Transporte para completar esta EDIA del Transporte. La EDIA del Transporte se basó en tres preguntas clave de evaluación: 1) ¿Cómo es que las operaciones de transporte actuales satisfacen las necesidades de los estudiantes y de los padres/cuidadores?; 2) ¿Cómo influyen en los servicios de autobús las actividades de los conductores?; y 3) ¿Cómo perciben los estudiantes y padres/cuidadores sus experiencias de transporte?

Descripción general de los métodos

Padres y Estudiantes

Las encuestas y las conversaciones grupales examinaron las experiencias de las familias con el sistema de transporte de MPS.

- ***Se llegó a 1,309 padres/ cuidadores, 327 que se identifican como BIPOC, 630 que se identifican como blancos y 352 que no proporcionaron su raza/etnia.***
- ***Se llegó a 568 estudiantes de middle y high school, 193 que se identifican como BIPOC, 272 que se identifican como blancos y 103 que no proporcionaron su raza/etnia.***

Conductores de Autobuses

Las encuestas y las conversaciones grupales examinaron las prácticas y experiencias de los choferes de autobús al conducir para MPS.

- ***Se llegó a un total de 36 conductores, de los cuales 16 son empleados de MPS, 17 son empleados de proveedores de servicios contratados y 2 que no proporcionaron detalles de empleo.***

Personal de la Escuela y del Distrito

Las encuestas y las conversaciones grupales con personal escolar y del distrito examinaron sus experiencias con el transporte de MPS.

- ***Se alcanzó a 36 coordinadores de transporte escolar que son personal que apoya a las familias en su escuela. También se llegó a 27 empleados que apoyan el transporte fuera del día escolar regular (excursiones, viajes deportivos, clases después de la escuela, etc.).***
- ***Se alcanzó a 26 líderes distritales y personal del Departamento de Transporte.***

Datos Existentes y de Archivo

Se analizaron los datos existentes, incluyendo:

- ***Datos sobre transporte del otoño de 2023 para rutas de autobús, tiempo que los estudiantes pasan en el autobús, zonas para caminar y paradas, y llegadas o retrasos de los autobuses.***
- ***Datos sobre el comportamiento de los estudiantes y suspensiones en el transporte de MPS del año escolar 2022-23.***
- ***Notas y grabaciones de reuniones con el liderazgo del Departamento de Transporte que proporcionaron información y contexto adicionales.***

Conclusión general: El estado actual del transporte en MPS no aborda suficientemente las preocupaciones de seguridad y las necesidades de comunicación de las familias a las que sirve. También existen barreras que las familias experimentan en torno al acceso y la confiabilidad de los servicios de transporte.

Los hallazgos de EDIA se dividen en tres categorías relacionadas con el transporte: (1) Comunicación, (2) Seguridad y clima, y (3) Acceso y confiabilidad.

Comunicación

El sistema de comunicación actual está descentralizado entre las escuelas, lo cual crea barreras para un transporte seguro y confiable, y, a veces, da como resultado información incompleta, incorrecta o inoportuna y falta de transparencia para las partes interesadas. Específicamente, los padres/cuidadores informan frustración con la comunicación sobre los retrasos, las solicitudes, las rutas y los cambios en el transporte de autobús. La tecnología utilizada para comunicarse con las familias y el personal es difícil de usar para las partes interesadas y no aborda las diversas necesidades del sistema de transporte.

Seguridad y Clima

El sistema actual de transporte no satisface las necesidades de seguridad de los estudiantes ni de los conductores de autobuses. Las partes interesadas informan que hay una falta de seguimiento consistente después de que ocurren incidentes de seguridad o de comportamiento en el transporte o en sus alrededores. Aunque algunos padres o cuidadores mencionaron preocupaciones de seguridad en los autobuses amarillos de MPS, la gran mayoría de las preocupaciones de seguridad provinieron de los padres/cuidadores de quienes utilizan el Metro Transit . Las paradas de transporte público en sí, además de las experiencias mientras viajaban en transporte público, fueron mencionadas como habitualmente inseguras. En las conversaciones grupales, los padres/cuidadores que se identificaron como hmong, afroamericanos/morenos, indígenas norteamericanos o nativos de Alaska, o latinos, mencionaron con frecuencia preocupaciones de seguridad y clima en o alrededor de los autobuses amarillos, Metro transit y de los autobuses SPED.

Acceso y Confiabilidad

Las familias y el personal de MPS expresan preocupación por el acceso desigual a un transporte confiable hacia y desde la escuela y actividades relacionadas con la escuela, específicamente para familias que no tienen otras opciones de transporte cuando el de MPS no está disponible. La elegibilidad para el transporte proporcionado por MPS se basa en una serie de factores, incluyendo las zonas para caminar, los límites para la asistencia y el nivel de grado de los estudiantes. Estos requisitos para acceder al transporte significan que hay estudiantes que no reciben transporte de MPS hacia y/o desde la escuela. Para los estudiantes que reciben transporte de MPS, los retrasos en el proceso de solicitud y la falta de confiabilidad en el transporte público pueden resultar en que los estudiantes lleguen tarde a la escuela, que los padres/cuidadores no sepan dónde están sus hijos, y que las familias opten por no recibir el transporte proporcionado (o que a veces abandonen por completo el sistema de MPS).

Recomendaciones del Comité EDIA

En base a estos hallazgos, el Comité EDIA recomienda que MPS realice grandes cambios estructurales y cambios específicos en cinco áreas: (1) Comunicación; por ejemplo, abordando las barreras y agilizando la comunicación, (2) Tecnología y software; por ejemplo, abordando los problemas tecnológicos y reemplazando la tecnología actual con opciones más confiables, (3) Seguridad y clima; por ejemplo, desarrollando un sistema efectivo de notificación y seguimiento de los incidentes, (4) Dotación de personal; por ejemplo, desarrollando un plan para contratar y retener a más conductores y ayudantes de autobús con el fin de aumentar la disponibilidad y seguridad del transporte de MPS, y (5), Acceso y elegibilidad; por ejemplo, ampliando el acceso a las opciones de transporte para más familias. La lista completa de recomendaciones del Comité EDIA se encuentra incluida en el informe final de EDIA de Transportate.

Qiimaynta iyo Saamaynta Gaadiidka ee u-sinaanta Gaadiidka: Warbixintii Ugu Dambeysa oo Kooban

Research, Evaluation, and Assessment

April 2024

Hordhac

Intii lagu guda jiray fasaxii xagaaga 2022, Guddiga Waxbarashadu waxay ku amreen Waaxda Cilmi-baarista, Qiimeynta, iyo Qiimeynta (REA) inay sameyso soo Qiimaynta Saamaynta ay yeelanayso Sinaanta iyo Kala-duwanaanta (EDIA) si loo aqoonsado loona baaro sinnaan la'aanta sharciyada, dhaqamada, iyo nidaamyada saameeya gaadiidka Minneapolis Dugsiyada Dadweynaha (MPS). EDIA-dani waxayna eegtay ilaa heerka uu dhaqamada MPS la jaanqaadayo dadaalka taageerada gaadiidka basaska si loo siiyo qoysaska xaqa u leh gaadiid ay ku tagaan kagana soo noqdaan dugsiga iyo hawlaha la xidhiidha dugsiga. REA waxay iskaashi la samaysay Waaxda Gaadiidka si ay u dhamaystirto Gaadiidka EDIA. Gaadiidka EDIA waxa hagayey saddex su'aalood oo qiimayneed oo muhiim ah: 1) Sidee bay hawlaha gaadiidku hadda u daboolaan baahiyaha ardayda iyo daryeelayaasha?; 2) Sidee bay hawlaha darawalka baska u saameeyaan adeegyada baska?; iyo 3) Sidee ardayda iyo daryeelayaashu u arkaan khibradooda gaadiid?

Guudmarka hababka

Daryeel bixiyayaasha & Ardayda

Baadhitaanno xog ururineed iyo wada-sheekeysi kooxeed ayaa baaray khibradaha qoysaska ee nidaamka Gaadiidka MPS.

- ***Waxay wareysi la gaareen 1,309 Daryeel-bixiyeyaal, 327 oo loo aqoonsaday inay yihiin BIPOC, 630 kuwaas oo cadaanka u aqoonsaday, iyo 352 aan bixin jinsiyaddooda.***
- ***Waxay gaadheen 568 arday oo dugsi dhexe iyo sare ah, 193 kuwaas oo loo aqoonsaday inay yihiin BIPOC, 272 kuwaas oo cadaanka u aqoonsaday, iyo 103 oo aan bixin isir/ isirkooda.***

Darawalada Basaska

Baaritaano xog uruurineed iyo wada sheekeysi kooxeed ayaa lagu baaray dhaqamada wadayaasha baska iyo waayo aragnimada wadista MPS.

- ***Waxa ay waceen ama wareysteen wadar ahaan 36 darawal oo bas ah, 16 ka mid ah ay u shaqeeyaan MPS, 17 ka mid ah kuwa u shaqeeya adeeg bixiyayaasha qandaraas, iyo 2 aan bixin tafaasiisha shaqada.***

Dugsiyada & Shaqaalaha Degmada

Sahanno xog ururineed iyo wada-sheekeysi kooxeed lala yeeshay shaqaalaha dugsiga iyo degmada waxay baareen waayo-aragnimadooda Gaadiidka MPS .

- ***Waxay waceen ama la kulmeen 36 Isku-duwayaasha Gaadiidka Dugsiga kuwaas oo ah shaqaale taageera qoysaska dugsigooda. Sidoo kale waxay gaadheen 27 shaqaale ah oo taageera gaadiidka ka baxsan maalinta dugsiga caadiga ah (safar shaqo, safarrada ciyaaraha fudud, dugsiga ka dib, iwm.).***
- ***Waxay waceen ama la kulmeen 26 hoggaanka iyo shaqaalaha Waaxda Gaadiidka.***

Xogta Kaydka EE jirta hada

Xogta jirta ee la falanqeeyay, ayaa waxaa ku jira:

- ***Dayrtii sanadkii 2023 Xogta Gaadiidka ee jidadka baska, wakhtiga ardaydu ku qaadaan baska, aagga lugaynta iyo joogsiga, iyo daahitaanka baska iyo imaatinka.***
- ***Sannad dugsiyeedkii 2022-23 akhlaaqda ardayga iyo xogta ka joojinta ee gaadiidka MPS.***
- ***Kulamo qoraalo iyo duubis ah oo lala yeesho hoggaanka Waaxda Gaadiidka oo bixiyay macluumaad dheeraad ah iyo macnaha guud.***

Helitaanka xoogta Guud: Xaalada gaadiidka ee MPS si ku filan ugama hadasho welwelka badbaadada iyo baahida isgaarsiinta ee qoysaska ay u adeegto. Waxa kale oo jira caqabado ay qoysasku kala kulmaan helitaanka iyo isku halaynta adeegyada gaadiidka.

Natiijooyinka EDIA waxay u kala baxaan saddex qaybood oo la xidhiidha gaadiidka: (1) Isgaarsiinta, (2) Badbaadada & Cimilada, iyo (3) Helitaanka & Isku hallaynta.

Isgaarsiinta

Nidaamka isgaarsiinta ee hadda jira waa mid baahsan oo dugsiyada oo dhan ah. Tani waxay abuurtaa caqabado gaadiid badbaado leh oo la isku halayn karo, mararka qaarkoodna, waxay keentaa macluumaad aan dhammaystirnayn, khaldan, ama aan wakhtigeedii ahayn iyo daahfurnaan la'aan dadka ay khusayso. Gaar ahaan, daryeel-bixiyayaashu waxay ka warbixiyaan niyad-jabka xagga isgaarsiinta ee ku saabsan dib-u-dhacyada baska, codsiyada, jiheynta, iyo isbeddelada. Tiknoolajiyada loo isticmaalo in lagula xidhiidho qoysaska iyo shaqaalaha way ku adag tahay daneeyayaasha inay isticmaalaan mana ka hadlayaan baahiyaha kala duwan ee nidaamka gaadiidka.

Nabadgelyada & Jawiga

Habka gaadiidka ee hadda jira ma buuxinayo baahida badbaadada ardayda iyo darawallada baska. Daneeyayaasha waxay soo sheegaan in ay jirto la'aan dabagal joogta ah ka dib marka badbaadada ama shilalka dabeecadda ay ka dhacaan gaadiidka ama agagaarkeeda. Inkasta oo qaar ka mid ah daryeelayaasha ay xuseen walaacyada badbaadada ee basaska jaalaha ah ee MPS, welwelka ugu badan ee nabdoonaanta ayaa ka yimid daryeel bixiyayaasha isticmaaleyaasha Metro Transit. Gaadiidku waa istaajiyaa - marka lagu daro waayo-aragnimada marka la raacayo gaadiidka - waxaa lagu sheegay guud ahaan ammaan darro. Wadahadal kooxeed, daryeel bixiyayaasha aqoonsaday Hmong, Madow/Afrikaan Ameerikaan, Hindi Mareykan ama Dhalad Alaskan ah, ama Laatiin inta badan waxay xuseen welwelka amniga iyo cimilada ee basaska jaalaha ah ama agagaarkiisa, gaadiidka metro, iyo basaska SPED.

Helitaanka & Isku hallaynta basaska

Qoysaska iyo shaqaalaha MPS waxay ka walaacsan yihiin sinnaan la'aanta helitaanka gaadiidka la isku halayn karo ee taga iyo ka soo baxa dugsiga iyo hawlaha la xidhiidha dugsiga, gaar ahaan qoysaska aan haysan ikhtiyaarrada gaadiidka kale marka gaadiidka MPS la waayo. U-qalmitaanka gaadiidka ay bixiso MPS waxay ku salaysan tahay dhowr arrimood oo ay ka mid yihiin aagaga lugaynta, xuduudaha imaanshaha, iyo heerka fasalka ardayda. Shahaadooyinkan gaadiidku waxay ka dhigan yihiin inay jiraan arday aan helin MPS gaadiidka dugsiga ama ka soo baxa. Ardayda ka hesha gaadiidka MPS, dib u dhaca ku yimaada nidaamka codsiga iyo isku halaynta la'aanta gaadiidka waxay keeni kartaa in ardaydu ay soo daahaan dugsiga, daryeelayaashu garan waayaan halka caruurtoodu joogaan, iyo qoysasku inay ka baxaan gaadiidka la siiyay (ama mararka qaarkood waxay ka tagaan nidaamka MPS gebi ahaanba).

Talooyinka Guddiga EDIA

Natiijooyinka ku saleysan, Guddiga EDIA waxay ku talinayeen in MPS ay sameyso isbeddel dhismeed oo waaweyn, iyo sidoo kale isbeddello gaar ah oo shan meelood ah: (1) Isgaarsiinta, tusaale ahaan, wax ka qabashada caqabadaha iyo hagaajinta isgaarsiinta, (2) Farsamada & Software-ka, tusaale ahaan, wax ka qabashada arrimaha teknoolajiyada iyo ku beddelashada tignoolajiyada hadda jirta oo leh doorashooyin la isku hallayn karo, (3) Badbaadada iyo Cimilada, tusaale ahaan, samaynta nidaam wax ku ool ah oo warbixin iyo daba-gal ku ah dhacdooyinka dareewalada iyo kaaliyeyaasha baska si loo kordhiyo helitaanka iyo badbaadada gaadiidka MPS, iyo (5), Helitaanka iyo U-qalmitaanka, tusaale ahaan, ballaarinta helitaanka ikhtiyaarrada gaadiidka ee qoysas badan. Liiska buuxa ee talooyinka Guddiga EDIA waxa lagu daray warbixinta Gaadiidka ee u dambaysa.

Transportation Equity and Diversity Impact Assessment: Cov Ntsiab Lus Qhia Tawm Kawg

Research, Evaluation, and Assessment

April 2024

Kev Taw Qhia

Thaum lub caij ntuj kub ntawm xyoo 2022, pawg Board of Education tau kom lub Research, Evaluation, and Assessment (REA) Department los ua ib qho Equity and Diversity Impact Assessment (EDIA) los paub thiab kawm txog kev tsis ncaj ncees ntawm cov kev cai, kev ua thiab txheej txheem uas muaj qhov cuam tshuam kev thauj mus los hauv Minneapolis Public Schools (MPS). Qhov EDIA tau kawm paub qhov uas MPS cov kev ua kom haum kev txhawb pab ntawm kev thauj mus los rau cov tsevneeg uas ntxim tau txais kev thauj mus los kawm ntawv thiab lwm cov kev mus los txog kev kawm. REA tau ua haujlwm koom tes nrog rau lub Transportation Department los ua tiav qhov Transportation EDIA no. Qhov Transportation EDIA yog coj ua los ntawm 3 qhov kev tshawb nug tseem ceeb: 1) Qhov kev ua thauj mus los tam sim no pab cov kev xav tau ntawm cov menyuam thiab neeg saib xyuas licas?; 2) Cov neeg tsav npav kev ua cuam tshuam nrog rau kev thauj licas?; thiab 3) Cov menyuam thiab neeg saib xyuas pom paub tau peb kev thauj mus los licas?

Hom Kev Ua Saib Xyuas

Cov Neeg Saib Xyuas & Menyuam

Cov kev nug lus thiab pab pawg kev sibtham paub txog cov tsevneeg lawm kev muaj nrog rau MPS Transportation kev ua.

- ***Txuas tau nrog rau 1,309 cov neeg saib xyuas, 327 tau qhia tias lawv yog BIPOC, 630 tus qhia tias lawv yog neeg dawb, thiab 352 tus tsis qhia tau tias lawv yog haiv neeg dabtsi/pab pawg neeg twg.***
- ***Txuas tau nrog rau 568 tus menyuam middle thiab high school, 193 tus qhia tias lawv yog BIPOC, 272 qhia tias lawv yog neeg dawb, thiab 103 tus tsis qhia tias lawv yog haiv neeg dabtsi/ pab pawg neeg twg.***

Cov Neeg Tsav Npav

Cov ntawv nug lus thiab pab pawb kev sibtham los qhia tau cov neeg tsav npav kev ua thiab kev paub ntawm kev tsav npab rau MPS.

- ***Txaus tau nrog rau tag nrho 36 tus neeg tsav npav, 16 tus ua haujlwm rau hauv MPS, 17 tus ua haujlwm nrog kev cog lus ua haujlwm los ntawm ib cov qhov chaw, thiab 2 tus tsis qhia tau nkawv qhov chaw ua haujlwm.***

Tsev Kawm Ntawv & Lub District Cov Neeg Ua Haujlwm

Cov ntawv nug lus thiab pab pawg cov kev sibtham nrog rau tsev kawm ntawv thiab lub district cov neeg ua haujlwm los qhia paub tau lawv kev paub haujlwm nrog MPS Transportation .

- ***Txuas tau nrog rau 36 tus School Transportation Coordinators uas yog neeg ua haujlwm uas txhawb nqa cov tsevneeg ntawm lawv cov tsevneeg thiab lawv lub tsev kawm ntawv. Thiab txuas tau nrog rau 27 tus neeg uas ua haujlwm txhawb nqa kev thauj mus los tsis yog kev thauj mus los kawm ntawv txhua hnub (kev tawm mus ncig ua si, kev mus ua kis las, kev mus tom qab kawm ntawv, etc.).***
- **Txuas tau nrog rau 26 tus Transportation Department district cov thawj coj thiab neeg ua haujlwm.**

Cov Ntaub Ntawv Muaj & Cov Khaws Tau Cia

Cov ntaub ntawv tau muaj thiab muab los ntsuam xyuas, yog muaj:

- ***Lub Fall 2023 Transportation Data rau cov kev thauj, sijhawm thiab cov menyuam caij npav, cov chaw taug taw thiab xav los thiab tuaj tos, thiab cov npav xa thiab tuaj tos lig.***
- ***Xyoo Kawm Ntawv 2022-23 menyuam cov ntaub ntawv kev coj cwj pwm thiab tsis pub caij npav ua muaj hauv MPS transportation.***
- ***Cov lus sib ntsib sib tham kaw tseg nrog rau lub Transportation Department cov kev coj uas muaj tau kev qhia ntxiv thiab ntsiab lus.***

Cov Kev Nrhiav Pom Tau Tag Nrho: Cov teev lus muaj tam sim no ntawm qhov kev thauj mus los hauv MPS tseem tsis tau txaus los daws tau cov kev tshwj xeeb ntawm kev nyab xeeb thiab kev txuas lus xav tau ntawm cov tsevneeg uas muaj pab. Kuj tseem tshuav ntau yam kev nyuaj uas cov tsevneeg muaj hais txog kev paub tuaj siv thiab muaj cov kev thauj mus los tau zoo.

Qhov EDIA tau nrhiav pom yog muaj nyob rau 3 yam hais txog kev thauj mus los: (1) Kev Sib Txuas Lus, (2) Kev Nyab Xeeb & Kev Txais Tos, thiab (3) Kev Siv Tau & Muaj Rau Ntawm.

Kev Txuas Lus

Qhov kev txuas lus muaj nyob rau tam sim no yog tsis muaj rau thoob plaws ntawm cov tsev kawm ntawv. Qhov no ua rau muaj kev nyuaj thiab tsis muaj kev thauj tau mus los zoo ntawm lub sijhawm, ua tsis tau haujlwm, ua tsis tiav, ua tau tsis yog, lossis qhia tau tsis raws sijhawm thiab tsis muaj qhov ua tau raws tib yam rau cov neeg tswv cuab. Tshaj, yog cov neeg saib xyuas tau qhia tuaj lawv cov kev tsis txaus siab nrog kev txuas lus txog rau thaum cov npav tuaj tos thiab xa los lig, kev thov npav caij, cov kev hloov qhov xa thiab tuaj tos. Qhov technology tau siv los txuas lus nrog rau cov tsevneeg thiab neeg ua haujlwm los nyuaj rau cov tswv cuab los siv thiab dhaws tsis tau ntau yam teeb meem kev xav tau ntawm qhov kev ua thauj mus los.

Kev Nyab Xeeb & Txais Tos

Qhov kev ua thauj mus los tam sim no tsis tau raws li kev nyab xeeb xav tau los ntawm cov menyuam thiab cov neeg tsav npav. Cov tswv cuab qhia tuaj tias tsis muaj kev ua cuag ncua raws qab nrog tsevneeg tom qab muaj teeb meem tshwm li tsis muaj kev nyab xeeb thiab coj cwj pwm thauj caij npav mus los. Kuj tau muaj ib cov neeg saib xyuas tau hais txog kev txhawj xeeb ntawm kev nyab xeeb caij MPS cov npav daj, cov kev txhawj xeeb ntau no yog los ntawm cov neeg saib xyuas hauv kev caij cov Metro Transit . Cov chaw tuaj tos xa los ntawm – tsis tas li cov kev tau muaj thaum caij cov npav transit no – tau hais tias tsis muaj kev nyab xeeb. Nyob rau hauv pab pawg kev sibtham, cov neeg saib xyuas uas yog yog Hmoob, Neeg Dub/African American, American Indian lossis Alaskan Native, lossis Latine ib tswm hais txog kev txhawj xeeb ntawm kev nyab xeeb, kev txais tos ntawm cov npav daj, Metro transit, thiab cov SPED npav.

Kev Siv Tau & Muaj Rau Ntawm

MPS cov tsevneeg thiab cov neeg ua haujlwm muaj kev txhawj xeeb txog qhov tsis muaj kev ncaj ncess los siv kev thauj mus los uas muaj mus kawm ntawv lossis lwm yam tsev kawm ntawv cov kev muaj mus ua, tshaj yog rau cov tsevneeg uas tsis muaj tsheb uas yuav thauj tau lawv cov menyuam mus los yog thaum MPS tsis muaj qhov kev tuaj thauj tau mus los lawm. Kev ntxim tau txais qhov MPS-kev tuaj thauj tau mus los yog raws li ntau yam nrog rau qhov chaw ua taug tau taw, ciaj ciam qhov kev tuaj kawm, menyuam cov qib kawm. Cov kev tau txais rau qhov kev thauj mus los txhais tias muaj ntau tus menyuam uas tsis tau txais MPS kev thauj mus los kawm ntawv ntawm nws lub tsev kawm ntawv. Rau cov menyuam uas tau txais kev thauj mus los kawm ntawv los ntawm MPS, kev thov thauj mus los tsis tau raws sijhawm thiab kev caij cov npav transit ua rau cov menyuam tuaj txog tom tsev kawm ntawv lig, cov neeg saib xyuas tsis paub lawv cov menyuam nyob rau qhov twg, thiab cov tsevneeg xaiv tsis thauj lawv cov menyuam mus los kawm ntawv (lossis tej lub caij lawv khiav tawm hauv MPS kev thauj mus tag tib si lawm).

EDIA Pawg Committee Cov Kev Pom Zoo Kom Ua

Raws li cov kev tshawb nrhiav pom, pawg EDIA Committee pom zoo kom tias MPS los kho ob qho kev hloov loj, thiab cov kev hloov tshwj xeeb 5 yam: (1) Kev txuas lus, piv txwv tias, los dhaws cov kev nyuaj thiab kho kev txuas lus kom mus tau yooj yim, (2) Technology & Software, piv txwv, dhaws txog cov teeb meem ntawm qhov technology thiab hloov cov technology uas muaj tam sim no kom muaj ntau yam xaiv los siv tau yooj yim, (3) Kev nyab xeeb thiab kev Txais tos, piv txwv, tsim kom muaj ib qho kev ua zoo ntawm kev qhia txog xwm txheej thaum tshwm sim thiab taug qab ntawm cov kev xwm txheej tau tshwm sim, (4) neeg ua haujlwm, piv txwm, tsim ib qho kev npaj ua los ntiav thiab cob qhia kom muaj neeg tsav npav kom coob tuaj thiab cov neeg pab neeg tsav npav kom muaj nyob rau ntawm los saib txog kev nyab xeeb ntawm MPS kev thauj mus los, thiab (5), Kev siv tau thiab ntxim muaj kev tau txais, piv txwv, kom muaj qhov xaiv siv tau ntau rau kev thauj mus los rau ntau cov tsevneeg. Cov npe ntawm pawg EDIA Committee cov kev pom zoo ua muaj nyob rau hauv qhov Transportation EDIA daim ntawv sau qhia kawg.

Transportation Equity and Diversity Impact Assessment Recommendations:

April 2024

Letter from EDIA Committee

Dear Minneapolis Public Schools Board of Education Directors,

This letter includes a set of recommendations created by the Equity and Diversity Impact Assessment (EDIA) Committee. The recommendations were informed by the lived experiences of MPS stakeholders that support and are impacted by the MPS transportation system. The EDIA Committee members consist of MPS parents, students, staff, and partners from community and higher education organizations in Minneapolis. The mission of the EDIA Committee is to support and advocate for students and families by identifying and addressing racial, cultural and socio-economic disparities in district policies and practices. The purpose of the EDIA Committee is to partner with Minneapolis Public Schools (MPS) to serve as advocates on behalf of the community to hold MPS accountable for identifying and examining inequities, with emphasis on, but not limited to, racial and cultural inequities, districtwide, in MPS policies, practices, programs, and budgets that significantly impact student learning and resource allocation.

Our recommendations address the need to identify and repair inequities and injustices in the MPS transportation system, informed by the lived experiences of stakeholders. We believe the issues surrounding the MPS transportation system lead to inequities in which students are able to reliably get to school, attend field trips, and participate in summer and afterschool personal and academic enrichment opportunities. This disproportionately affects families of color, and students and families that do not have the resources to get to school when transportation is not available, safe, and reliable. Therefore, it is critical that MPS first acknowledge the resulting inequities and harm that has been experienced by families due to the various barriers in the transportation system, and then put in place actions that reduce the barriers that families and stakeholders experience.

Before reading the recommendations, we want to share some points to consider:

1. When we say *school-based staff,* we mean both school transportation coordinators during the regular school day, and any staff that requests and coordinates transportation outside of the regular school day.
2. When we say *MPS,* we mean any members of the MPS community who are relevant stakeholders for each recommendation.
3. We value the voices of our students and suggest that the Transportation Department partner with MPS Student Leadership when implementing an action plan to ensure a more effective and equitable rollout.
4. We would like to acknowledge that a bus driver's job is specialized and quite often difficult. It takes time and skill to become a professional bus driver, and historically the position has not paid as much as it deserves. Bus drivers are indispensable, and the driver shortage further emphasizes their importance.
5. Although the recommendations are segmented into different sections, we believe that there are aspects around accessibility for non-English speakers, anti-bias training, communication protocols, safety, and accountability that apply to all aspects of the transportation process.
6. We recognize that MPS is challenged by budget shortfalls and a lot of the following recommendations require additional funding and/or resources, but investing in comprehensive and equitable transportation services is crucial to supporting and retaining our students and families.

Recommendations: Letter from EDIA Committee

April 2024

FINAL RECOMMENDATIONS

In order to provide recommendations to the Board of Education to address the inequities experienced by Black, Indigenous, People of Color (BIPOC) families in the transportation system; and through the evaluation of existing policy, practices, and feedback from stakeholders, the EDIA Committee has identified five sub-categories of concern to be addressed:

- Communication
- Technology and Software
- Safety and Climate
- Staffing
- Access and Eligibility

Communication:

1. The Transportation Department should create a plan that addresses communication barriers and streamlines communication from the Transportation Department to schools and families.
    A. We recommend using the assistance of reliable technology to communicate *clearly* and in *a timely manner* to parents and students when changes occur. The communication to families and students should be available in *all languages*, in addition to the required languages that MPS Communications use (English, Spanish, Somali, and Hmong).
    B. School Transportation Coordinators should receive training and ongoing support directly from the Transportation Department staff. These training topics should include how to help families sign up for transportation throughout the year and how to best communicate transportation changes to families. The suggested training timeline would be at the beginning of the school year, a mid-school-year check-in (to problem solve and troubleshoot how the year has gone so far), and at the end of the school year in preparation for the following school year.
    C. The Transportation Department needs a better system for communicating transportation updates to middle school and high school students, including transportation changes and delays. Relying on parents and caregivers to provide students with updates is not always reliable, and older students need to have the ability to receive these updates themselves. We recommend researching other models from other districts or community services that communicate with caregivers *and* students about transportation status (e.g., Project Success).
2. The Transportation Department needs to provide support around signing up for and communicating transportation to immigrant, new-to-country, and non-English speaking families.
    A. There needs to be a plan for how to support school staff that need to communicate transportation processes to families who are new to the country or who need language support. This includes language support for family-facing technology, such as Infinite Campus and the Here Comes the Bus application.
    B. Bus drivers, both MPS employees and contracted drivers, who are trying to communicate with caregivers should also be given the tools to communicate across languages (translation application, training around how to call in the interpretation line, etc.).

April 2024

Recommendations: Letter from EDIA Committee

Technology and Software:

1. The Transportation Department should replace Synovia and the Here Comes the Bus application with technology that both accurately tracks GPS and can notify the Transportation Department and school-based staff proactively when buses are delayed. Any selected vendor should be able to accommodate any language or accessibility needs of our district.
2. MPS should put in place a system for tracking students on yellow buses, Special Education buses, and MPS-provided taxis/passenger vans. We recommend either using an online system for taking attendance for when students get on the bus that the Transportation Department and school-based staff can access in real time, or purchasing a card scanning system that can scan students on and off of the bus.
3. The Transportation Department should have a system that ensures GPS is always installed and working on yellow buses, Special Education buses, and MPS-provided taxi/passenger vans. A system needs to be put in place to ensure that contracted companies are ensuring accurate installment and updates of GPS on buses. This includes transportation used for students outside of the normal school hours (e.g., field trips, afterschool programming, athletic trips etc.)
4. Requests and confirmations need to be more streamlined for athletic trip requests. We recommend purchasing this feature of the rSchool software that athletic directors already use to request transportation.

April 2024

Recommendations: Letter from EDIA Committee

Safety and Climate:

1. The Transportation Department must develop a safety protocol for bus drivers to follow in regards to the age of students and dropping them off at bus stops without an adult present. Bus aides could assist in ensuring this protocol is enforced. The Transportation Department leadership needs to also enforce this protocol and have a plan to follow-up with families when an issue or concern arises.
2. MPS needs to develop a system of accountability for drivers, schools, and the Transportation Department to report and follow up with impacted stakeholders of incidents that occur around MPS transportation and Metro Transit involving students. If incidents involve student behavior and discipline, the system should be proactive at addressing behavior issues early on before a student's transportation privileges are revoked.
    A. The system of accountability should be developed in partnership with appropriate stakeholders, which needs to include students and caregivers.
    B. MPS needs to clarify responsibilities in this process so there is clear guidance on who should handle which part of a behavior report and follow-up.
    C. Transportation Department leadership needs to develop a communication plan for resolving and communicating issues with those involved. This includes training drivers, school staff, and Transportation Department staff around the communication protocols for communicating reports as well as the resolutions.
3. Given families' experiences with delays in incident reporting and follow-up, Transportation Department leadership should create alternate reporting systems outside of calling the District Communication Center (DCC) for parents and drivers, such as an online form or embedded into an already existing platform. Leadership needs to create a plan to address reports made by families and drivers that include responding to issues and communicating resolutions.
4. MPS needs to strengthen their partnership with Metro Transit to add more student-focused services, such as buses used only for students or increasing dedicated stops for students to increase safety. We also suggest providing families and schools with resources and support to request different bussing options for areas with the most safety concerns, such as door-to-door services or Metro Transit Micro Busses.
5. MPS should consider adding safety measures to MPS Yellow buses, such as seatbelts for younger students, and re-examine the considerations of having three students to a seat to reduce overcrowding and students sitting in the aisles.
6. The Transportation Department needs to provide mandatory bus safety training for schools and students, both around safety and bullying/harassment. This should include what to do when a student has an unsafe encounter with other students and others in the community walking to school, on bus stops, and on the Metro Transit.
    A. The Transportation Department should consider ways to involve the MPS caregiver community in supporting safety and bus climate concerns, such as having caregiver volunteers to ride on buses or as bus stop attendants. There also could be support through caregiver groups to work with the Transportation Department on ways to improve safety and climate on buses.
7. Families of color reported various issues around interactions with their regular drivers, substitute drivers, and DCC staff, ranging from miscommunications to racial and socioeconomic prejudice and discrimination towards either themselves or their students. MPS and the Transportation Department need to provide on-going, mandatory professional development for relevant staff that addresses bias and provides them with a Social Emotional Learning foundation that they can use to better support students and families. "Relevant staff" includes regularly-employed and substitute bus drivers, bus aides, DCC staff, School Transportation Coordinators, and any other staff who support the transportation process.

April 2024

Recommendations: Letter from EDIA Committee

Staffing:

1. The Transportation Department should increase the amount of staff in the DCC that can handle the phone lines during the busiest times for transportation issues.
2. MPS should hire more staff of color and bilingual staff to work for the DCC, the transportation dispatch line that schools and families call for transportation issues and questions. There also needs to be more reliable language support for families that call in about a transportation issue.
3. MPS should allocate increased dedicated funds or Full-Time Equivalent (FTE) staff to the School Transportation Coordinator position so that they can provide the support that is needed for the role.
    A. MPS should ensure that there is a detailed process and funds allocated for school staff to oversee field trip requests and other outside-of-school time transportation requests.
4. MPS and the Transportation Department need to assign bus aides to yellow buses in addition to the Special Education buses, especially on buses with higher behavior concerns and reported incidents. Bus aides should be involved in reporting and supporting the resolution of behavior issues on the bus in partnership with the driver, school staff, and Transportation Department.
    A. The Transportation Department needs to come up with a plan to try new ways of recruiting bus aides in addition to increasing their pay, such as recruiting school staff, reaching out to retired citizens, partnering with community organizations, etc.
5. The Transportation Department should reexamine the bus drivers' union contract that allows them to bid for routes based on seniority. Although there are benefits to students and families when drivers bid to keep the same routes in order to continue relationships and rapport with schools and families, there are also inequities in more senior drivers choosing routes in specific areas of Minneapolis, such as South Minneapolis, and avoiding driving in what some deem as "more difficult areas of Minneapolis", such as North Minneapolis.
    A. If the contract cannot be renegotiated to include a different route bidding system, there needs to be more training and a shift to equity mindsets when assigning and selecting routes in areas that drivers see as less desirable. This will require the leadership in the Transportation Department to increase support for drivers in areas that are least likely for drivers to bid on because of student and parent incidents.
    B. The Transportation Department should consider creating more efficient or desirable runs and routes in areas that senior drivers consider less desirable to incentivize drivers to select those routes.
6. The Transportation Department should partner with appropriate stakeholders and strategize on how to recruit and retain MPS drivers, which should include increasing pay and benefits.
    A. Similar to the "Grow Your Own Pathway" program for MPS graduates or community members of color to become teachers that came out of the *Human Resources EDIA,* this could include partnering with relevant state agencies to create a pathway for students to remove the barriers for future employment in the transportation industry.
7. The Transportation Department should prioritize assigning drivers to routes that are in their own neighborhoods or where they already live as they are already a community member with the families in which they transport.
8. MPS should conduct a cost-benefit analysis around schools having and storing their own buses or passenger vans for school-sponsored activities that occur outside of the regular school day. They should also look into how MPS can partner with external organizations to support outside of school time transportation.

Recommendations: Letter from EDIA Committee

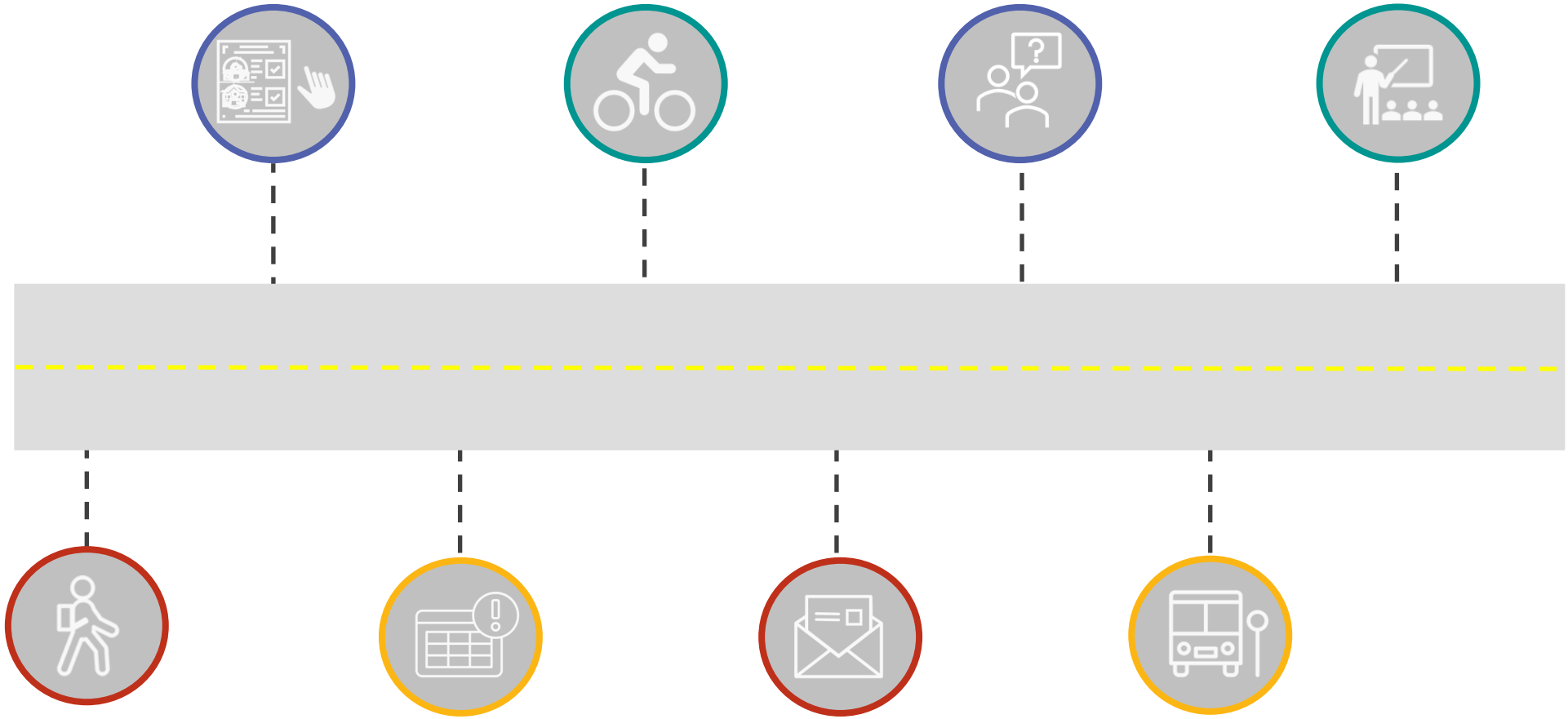
April 2024

Access and Eligibility

1. The Transportation Department should expand access to Metro Transit Go-To cards to all high school students so that it provides all students with the opportunity to use a Metro Go-To card to both get to school and go to other outside-of-school opportunities, such as after school programming, community events, and work.
    A. MPS should also consider allowing high school students to keep their access to Metro Transit Go-To cards in the summer so that they do not have to keep renewing them each academic year, and can continue to use them for work and other outside-of-school activities during the summer break.
    B. The Transportation Department should reexamine the Metro Go-To card policies and why some eligible high school students are not receiving them. The Transportation Department should create a plan in partnership with related school-based staff to address this issue of students not receiving Go-To cards that are eligible.
2. The Transportation Department should reexamine the distance that high school and middle school students are in the walk zone and that have to walk to Metro Transit stops. They should consider adding closer Metro Transit stops and shortening the walking distance requirement, as 2 miles is a long way for students to walk, especially in less safe areas.
3. To reduce opportunity gaps for additional educational and personal enrichment, the Transportation Department should offer transportation services to students in afterschool programming or other outside of school activities that contribute to their education (e.g., Postsecondary Enrollment Options Program). For athletics, this should also include practice and competition transportation for specialty schools involved in athletic co-ops with host schools.

In Solidarity,
EDIA Committee
Becky Evan, Farhiya Mohamed, Jesus Carvajal Moran, Kate Goodman, Lisa Dornacker, Lynne Crockett, Rebecca Slaby, Rodolfo Gutierrez, and Ruby Davies-Larson

MINNEAPOLIS PUBLIC SCHOOLS



Transportation Equity and Diversity Impact Assessment: Final Report

Research, Evaluation, and Assessment

April 2024

Introduction

The foundational association between transportation and education equity in the United States dates back to the civil rights movement, where a number of school choice policies that impacted students, schools, educators, and transportation services emerged. While the association between educational policies and student outcomes, performance, and achievement is well-established, there is relatively little literature that evaluates the impact of transportation policies in education and their impact on similar student variables. The studies on transportation equity in the U.S. indicate that there is mixed evidence for an association between transportation policies and certain student variables of interest (e.g., grades, absenteeism, test scores, etc.) and that school transportation improves student academic and non-academic outcomes. However, concern for safety and transportation are commonly discussed. In particular, Black and Latine children experienced higher concerns for their safety, which impacted transportation to and from school. A number of studies noted that chronic absenteeism was higher for Black or Latine students when they reported not feeling safe on their walk to and from school or their bus stop. From the caregiver perspective, caregivers of color were more likely to select and enroll in schools that are closer to home to reduce travel time and to minimize strain on family resources. Lack of available transportation limits families from enrolling their child into a school with more resources, but is further away from their residence. While public transportation options also exist, the lengthened commute times can also be detrimental to student sleep and physical energy. The availability of transportation is an additional layer of complexity to transportation equity in education. Therefore, it is important that Minneapolis Public Schools (MPS) prioritizes equitable and reliable access to transportation.

Similar to MPS, many districts throughout the U.S. have been struggling with bus driver shortages. Nationally, the number of bus drivers has consistently declined over the past 5 years, exacerbated by the ongoing COVID-19 pandemic, and has reduced the number of available routes. For many low-income families, school-provided transportation is an essential resource to support their child's enrollment in school. The reduction of bus routes and bus drivers increases the likelihood of a student having to walk further to reach their stop. Furthermore, financial and logistical constraints play a role in transportation equity. A lack of national guidance on school transportation adds to the stress of local schools and families having to figure out transportation policies, such as distance from school that a student needs to be in order to be eligible for district-provided transportation.

Although the previous statements are generalized across the U.S., MPS transportation and survey data indicate that similar experiences are being reported by students and caregivers. Additionally, transportation has been a major concern for MPS families, especially more recently due to multiple factors (a past district re-design, a national bus driver shortage, shortage of bus aides to support safety on buses, budget restrictions, etc.). During public comment at MPS School Board meetings, families have voiced their concern for their children's safety on and around MPS transportation. Students and caregivers participating in the Youth Participatory Evaluation (YPE) and Parent Participatory Evaluation (PPE) programming across the district identified transportation as a major concern for their school communities. During the 2022-2023 school year, YPE students at North High School surveyed students about transportation and revealed safety concerns students were facing on public transportation and for those in walk zones. As a result, North High School students who live in the attendance zone are now able to request yellow bussing in addition to receiving a pass for public transportation which. PPE caregivers at Anishinabe Academy conducted a survey that asked other caregivers at their school what barriers they face due to sharing transportation with another K-8 school. The responses included experiencing unreliable transportation, lack of behavior incident reporting and consequences, language barriers, equality and bias issues such as overcrowding, or not having transportation resources for things such as field trips. PPE caregivers at Hmong International Academy conducted surveys and phone conversations with other caregivers at their school, and identified the main concerns around transportation being around long walks to bus stops in unsafe areas, unreliable and untimely transportation, and issues with bus drivers. They also identified communication issues between caregivers and MPS transportation services, such as long wait times or no response when they called the Transportation Department, and not having Hmong-speaking dispatchers available to support. The current report gives an overview of the MPS Transportation system, and summarizes the Equity and Diversity Impact Assessment (EDIA) on Transportation conducted by the Research Evaluation and Assessment department during the 2023-2024 school year. The purpose of this EDIA is to identify inequities in policies and practices related to transportation for MPS students and families.

Equity and Diversity Impact Assessment

During the summer of 2022, the Board of Education directed the Research, Evaluation, and Assessment (REA) Department to conduct an Equity and Diversity Impact Assessment (EDIA) to identify and examine inequities in policies, practices, and procedures that impact transportation in Minneapolis Public Schools (MPS). This EDIA examined the extent to which MPS' practices aligned to transportation support efforts to provide eligible families with transportation to and from school and school-related activities. REA worked in partnership with the Transportation Department to complete the Transportation EDIA. Additionally, REA evaluators facilitated sessions with the EDIA advisory committee, represented by 13 MPS employees, caregivers, community members and 2 high school students. The EDIA committee members advised REA evaluators on equity and diversity implications throughout different parts of the EDIA process, including the study focus, data collection, interpretation of findings, and recommendations for the Transportation Department.

The EDIA exists to provide MPS decision makers with a consistent systemwide tool and process that guides the adoption, modification, and elimination as well as the implementation of equitable policies, practices, procedures, programs and budgets. The EDIA intends to: 1) identify which MPS students are disproportionately affected by bias or discrimination in practices; 2) assess the impacts and unintended consequences of these practices; 3) engage stakeholders in developing plans to address the inequities; and 4), build capacity to monitor implementation and progress for continuous improvement. See Table 1 for an overview of MPS district policies that guide and determine transportation decisions for MPS schools and families.

Table 1. Overview of MPS district policies related to transportation of students

POLICY / REGULATION	SUMMARY
Policy 3545 Transportation	The purpose of this policy is to establish the district policy regarding provision of transportation to students. While transportation is an appropriate service to provide to students, transportation is a privilege and not a right for an eligible student, which is in accordance with Minnesota Statute §121A.59 (Bus Transportation is a Privilege Not a Right). This policy includes information about the following: who may receive transportation services, schedules and manner of transportation, fees, and transportation of non-public school students.
Regulation 3545A Transportation Services and Routes	The purpose of this regulation is to establish the criteria for district provided transportation or access to transportation - eligibility for transportation for elementary, middle school, and high school students, as well as information on route changes.
Policy 1950 Shared Time	Shared time educational experiences for private and parochial school students when they meet specific criteria. Transportation may be provided for pupils participating in the shared time program. The nonpublic school taking advantage of shared time would be responsible for paying non-reimbursed costs of transportation.
Policy 5291: Education Of Homeless Children	The purpose of this policy is to ensure that children and youth who are experiencing homelessness receive the same educational opportunities as other students who are not homeless. This policy is intended to ensure that the district is in full compliance with the McKinney-Vento Homeless Assistance Act (42 US Code §§11431-11435), including the transportation of these students.

Transportation Department

The Transportation Department's mission is "to support student achievement by providing safe, reliable, cost-effective transportation in a positive social environment that honors our diverse community, along with clear, timely communication with families." (Minneapolis Public Schools School Transportation Coordinator Handbook, 2023-2024). MPS provides transportation for over 19,000 students (as of March 2024) to and from school, in addition to providing daily transportation for other school activities and Metro Transit Go-To Cards for eligible students. The Transportation Department is responsible for assigning eligible students to bus stops, meeting students' IEP transportation requirements and honoring students' transportation rights under McKinney-Vento (see Table 1 for description), all while creating an efficient transportation system. In addition to bussing to and from school, the Transportation Department receives requests and schedules bus service for afterschool programs, field trips, athletic trips, other educational opportunities (such as job skills training) and required programs (such as care and treatment for MPS students). For more details about bussing services, see Tables 3 and 4 later in this report.

More information about transportation is available on the website, https://www.mpschools.org/departments/transportation.

Methods Overview Page

REA evaluators collected and analyzed data from multiple data sources, which can be found in Table 2. The first column identifies the different data sources. The second column provides a brief description of the data source and the methods used to collect that data. The third column identifies the dates in which the data collection for that data source took place. Finally, the last column details the amount of stakeholders the data source reached, including the number of participants and which role they serve in the MPS community.

Data collection was supported by other MPS personnel across departments, who help distribute districtwide surveys and information regarding attending a focus group. Focus groups with MPS caregivers were largely supported by Family Engagement and Outreach Specialists from the Office of Engagement and External Relations who supported recruitment for focus groups that aimed to center voices of MPS caregivers that identified as members of the following communities: African American or Black, American Indian, Hmong, Latine, and Somali.

Table 2. EDIA Methods Overview

Data Source	Description	Administration Dates	People Reached
Caregivers			
Districtwide Caregiver Survey	A districtwide survey was administered online to caregivers to understand their experiences with MPS transportation services. The Communications Department, in addition to schools and departments that support family engagement, sent multiple emails and text messages districtwide to caregivers. Flyers with links to the survey were also distributed throughout schools and at various school and district family engagement events. The survey was available in English, Spanish, Hmong, and Somali.	October 2023 - January 2024	**1,288 caregivers** 388 who identify as BIPOC; 685 identify as White
Targeted Caregiver Focus Groups	Six caregiver focus groups were conducted to better understand caregivers' experiences that identify as part of the following communities: African American/ Black, American Indian, Hmong, Lantine, and Somali. These communities were identified for focus groups due to the low number of respondents from these communities on the districtwide survey. Recruitment of families was supported by district Parent Advisory Councils, MPS staff from district departments that directly support families from these identified communities, and MPS family engagement and outreach specialists. Family liaisons and school leaders at schools where focus groups were held also helped with recruitment and support for focus groups. The focus groups used the same or similar questions to the districtwide caregiver survey. Focus groups were conducted in English, Spanish, Hmong, and Somali depending on the participant's needs, either by the facilitator or an interpreter.	October 2023 - March 2024	**21 caregivers**
Students			
6—12th Grade Student Survey	A survey was administered online and disseminated to all 6th-12th grade students to understand their experiences with MPS transportation services. The Communications Department, in addition to schools and MPS community educators, distributed surveys via text messages, emails, and in-person during some afterschool programming. Surveys were available in English, Spanish, Hmong, and Somali. **Note:** PreK-5 students were not surveyed directly due to age, but experiences were captured in caregiver surveys and focus groups	October 2023— January 2024	**525 students in 6-12th grade** 215 who identify as BIPOC; 314 identify as white
Targeted 6-12th Grade Student Focus Groups	Four focus groups were conducted with high school students that attended schools underrepresented in the respondents to the 6th-12th grade student survey to further understand how they experience MPS transportation services. Recruitment was supported by school leaders and Community Education staff. The focus group used the same or similar questions to the 6th-12th grade student survey.	October 2023— January 2024	**43 students in 6-12th grade**

Table 2. EDIA Methods Overview

Data Source	Description	Administration Dates	People Reached
School Transportation Coordinators			
Districtwide School Transportation Coordinator Survey	A districtwide survey was administered online to School Transportation Coordinators to understand their experiences coordinating transportation for families and family experiences at their schools. School Transportation Coordinators are primarily staff at the school already and are paid part-time to also coordinate transportation at their schools. The survey was sent out by Transportation Department leadership.	October 2023—January 2024	**14 School Transportation Coordinators**
School Transportation Coordinator Focus Groups	Five focus groups were conducted with School Transportation Coordinators to further understand their experiences coordinating transportation for families and family experiences at their schools. The goal was to capture experiences from coordinators as an alternative method to the districtwide School Transportation Coordinator survey. The focus group questions were the same or similar to the districtwide School Transportation Coordinator survey.	October—November 2023	**22 School Transportation Coordinators**
Outside-of-School Time Transportation Coordinators			
Districtwide Outside-of-School Time Transportation Coordinator Survey	A districtwide survey was administered online to both School Transportation Coordinators and others, such as directors or program coordinators, that had experience with requesting transportation for outside-of-school activities (e.g., field trips, summer programming, afterschool programming, athletic trips, etc.) to understand their experiences coordinating transportation for families.	October 2023—January 2024	**27 School Transportation Coordinators and outside-of-school time transportation coordinators**
Bus Drivers			
Districtwide Bus Driver Survey	A districtwide survey was administered online to both MPS bus drivers and three contracted private bus companies that were identified as transporting the most MPS students (Metro Transit Team, Billie Bus, and Transition Plus). The survey was administered to understand drivers' experiences with families and their job duties. Surveys were available in English, Spanish, Hmong, and Somali.	October 2023—January 2024	**16 bus drivers**
Bus Driver Focus Groups	Three focus groups were conducted with bus drivers that drove MPS students (2 groups of MPS employees and 1 group from Metro Transit Network, a contracted bussing service). The goal was to capture experiences from bus drivers as an alternative method to the bus driver survey. Interpreters were provided depending on language needs.	October—November 2023	**20 bus drivers**

Table 2. EDIA Methods Overview

Data Source	Description	Administration Dates	People Reached
Transportation Department District Staff			
Transportation-Related Staff Focus Group	Three focus groups were conducted with Transportation Department districtwide staff, which included general staff from the District Communication Center (DCC), bus schedulers, and IT specialists. These were conducted to understand the procedures and experiences of district transportation staff that supported different parts of the transportation system, including direct support of school staff and families.	November 2023	**21 Transportation Department staff** (non-bus drivers)
Leadership Focus Group	One focus group was conducted with leadership staff at the Transportation Department, which included the director, program manager, safety managers, and the IT operations manager. This group was conducted to better understand the operations and processes of the Transportation Department, as well as the successes and challenges of the current system.	November 2023	**5 Transportation Department members of leadership**
Meeting Notes	Meetings were held throughout the year between REA and Transportation Department leadership in order to answer questions and gain more context about transportation operations and policies.	2022—2024	**Not applicable**
Existing & Archived Data			
Transportation Data	Transportation Data for Fall 2023 was provided by the Operational and Financial Data Analytics Department , and the Transportation Department. These data documented bus routes, bus arrival times and delays, disaggregated by race/ethnicity, grade, special education status, and homeless highly mobile (HHM) status.	Fall 2023	**Not applicable**
Past Student Bus Incident / Suspension Data	Data on bus incidents and suspensions for School Year 2022—2023 were provided by an REA Data Scientist. This data includes the number of students and incidents that took place on buses, what kinds of incidents occurred, actions taken after the incident report, disaggregated by school, grade, and race/ethnicity.	School Year 2022—2023	**Not applicable**

Current Report & Limitations

The current report provides a comprehensive summary of findings from the Transportation EDIA, based on the methods and data sources described in Table 1. The Transportation EDIA is not designed to support: (1) A comprehensive understanding of MPS families' and staffs' perceptions and experiences; (2) a comprehensive understanding of MPS senior, district, and school leaders' perceptions and experiences; (3) an understanding of the perceptions of stakeholder groups that were not asked to participate, for example K-5 students aside from their caregivers' feedback, classroom teachers and support staff not identified as transportation coordinators, and others; or (4) an understanding of the full impact of the identified policies on the transportation system. We also want to acknowledge that MPS' transportation system does not operate in a vacuum, and therefore it is not only the Transportation Department that is solely responsible for the barriers, but is instead the responsibility of the MPS system as a whole. However, in order to address the largest inequities and barriers to transportation, the Transportation Department is an important partner.

Framing & Context

As of March 2024, MPS transports approximately 19,410 birth - twelfth grade students to school and from school (including transporting teen parents and their infants and students up to 21 years old that attend transitional programming through MPS). This includes approximately 17,550 MPS students and 1,860 non-public students. Additionally, MPS supplies Metro Transit Go-To cards to about 2,500 eligible high school students annually.

There are multiple options for bussing services depending on eligibility, including MPS yellow buses, Special Education buses, Type III vehicles, and Metro Transit transportation. If students live within their school's walk zone or outside of their community school's attendance zone - and are not legally required to receive education via McKinney-Vento or their IEP - their family is responsible for transporting the student to and from school. Table 2 provides a more detailed overview of the different MPS Transportation options available.

Table 3. Overview of transportation options for MPS students for School Year 2023—2024

TRANSPORTATION METHOD	DESCRIPTION
MPS Yellow Bussing	Yellow buses transport a majority of elementary and middle school students who live within the schools' attendance boundaries. High school students who do not receive special education services are typically not serviced by yellow bussing, with the exception of North High School. A yellow bus fits 71 elementary students (three-to-a-seat), 50 middle school students, or 48 high school students. Students are assigned a bus stop at an intersection near their residence and picked up along the bus route. Yellow Buses occasionally have a bus aide to support safety based on availability.
Special Education Bussing	Students receive specialized transportation if specified on a student's IEP (Individualized Education Plan). Services could include custodial transfers, such as door to door (making sure the student is able to enter the home), eye to eye (a caregiver needs to be visible to the driver) and hand to hand (a caregiver needs to receive the student off the bus). There also may be special equipment required such as a safety vest, booster seat, or wheelchair accessible bus. A bus aide is assigned to the bus for students who require an aide per their IEPs.
Type III Vehicles (Taxi/Passenger Van)	For students who live outside of the school or district attendance boundaries but are eligible to receive transportation from MPS, a taxi vehicle or multiple passenger van are often provided for door-to-door transportation. Students who are eligible to receive Type III vehicles are those identified as Homeless Highly Mobile (HHM) or transportation is specified on a student's IEP. If a student is eligible for transportation from their IEP or rights related to McKinney-Vento (homeless/highly-mobile students) and are unable to be routed on an already existing bus route, they may receive transportation by a Type III vehicle to and from school.
Metro Transit Go-To Card	High school students who live within the attendance area of their school are eligible to receive a Go-To card from Metro Transit, the primary public transportation service in the Twin Cities. Go-To cards allow students to take any Metro Transit services, including the bus and light rail systems, throughout the Minneapolis-St. Paul metro. Eligible students receive activated Go-To cards during the academic year and have to re-activate their accounts at the beginning of each school year. Students have access to free Go-To cards during the summer months if they are attending summer programming through MPS and are eligible to receive transportation. Students in grades 6 - 8 who are eligible for MPS transportation can choose to opt-out of yellow bussing and receive a Go-To card instead. Once they receive their Go-To card, students are unassigned from their bus stops and are no longer able to use yellow bussing unless they return the card to their school and request transportation again. Similar to high school students, middle school students must reside outside of their school's walk zone and inside of the attendance boundary to qualify for this service.
Walk Zone / Not Eligible for MPS Transportation Services	Students who reside within their school's designated walk zone do not qualify for MPS transportation services and are responsible for getting themselves to and from school. Additionally, if students reside outside of their community school's attendance zone and are not eligible for MPS-provided transportation for other reasons (such as IEP requirement or HHM status), they or their caregivers need to provide their own transportation to and from school.

Table 4. Outside-of-school time activities that utilize MPS transportation for students

TRANSPORTATION METHOD	DESCRIPTION
Afterschool Programming	Transportation is provided for eligible students enrolled in afterschool programming. Because afterschool programming occurs on select days of the week (such as every Tuesday & Thursday or Mondays & Wednesdays), students will be assigned to an afterschool program bus and the normal afternoon bus (at the school's bell time). Transportation needs to be requested by the family and submitted by the school in order for the student to be assigned to the afterschool bus. Eligibility for afterschool bus service follows the same guidelines as day school guidelines, listed in Table 5.
Summer Programming	Transportation is provided for eligible students enrolled in summer programming. Transportation needs to be requested by the family and submitted by the school (or summer program staff) in order for the student to be assigned to a bus. Eligibility for summer bus service follows the same guidelines as school year guidelines, listed in Table 5.
Career & Technical Education (CTE) Programming	Career & Technical Education (CTE) is an academic program available to all 10-12 grade MPS students interested in earning college credit or receiving job certifications for free. There are three centers that provide CTE programming: Edison, North, and Roosevelt High Schools. MPS provides yellow bus transportation for enrolled students between their 'home' school and the CTE center. These shuttle buses run in the morning, midday and afternoon between the CTE center and all MPS high schools. There are 45 AM and 39 PM CTE routes running as of March 2024.
Athletic Trips	Yellow bus service can be requested by Athletic Directors for student athletes and athletic staff to participate in games or sectional play (such as tournaments), which can happen during or after the school day. Transportation is not provided for practices or other events unless the cost is covered by the school (not funded by District Athletics).
Field Trips	Transportation can be requested by schools for student field trips during the school day. Bus service is provided if there is a driver available. Field trips have been limited to the hours between 10 am and 1 pm so as to not impact service to and from school.
Postsecondary Enrollment Options (PSEO)	Postsecondary Enrollment Options (PSEO) is a program that allows 10-12th-grade students to earn college credit tuition free while still in high school, through enrollment in college coursework. Courses are generally offered on the campus of the postsecondary institution. Students receive a Metro Transit GoTo Pass that allows them to take any Metro Transit public transportation if they are enrolled in PSEO programming.

Eligibility

Eligibility around who can receive MPS-provided transportation is determined by the district policies and state statutes outlined in Table 1, but exceptions are made per MPS General Counsel direction, such as the Safe at Home program. Transportation is provided across various ages and needs of students in addition to typical eligibility. MPS-provided transportation eligibility for most students in PreK - 12th grade is described in more detail in Table 5.

Table 5. Eligibility for MPS transportation for School Year 2023—2024

GRADES PREK-5	GRADES 6-8	GRADES 9-12
• Students living a half-mile (.5 mile) or more from their schools, but still within the attendance area for that school, will be eligible for transportation and assigned a bus stop during the school year. • Bus stops will never be more than quarter-mile (.25 mile) from a student's home and will be located within the neighborhood to concentrate as many student riders at one stop as possible. • Students living within a half-mile (.5 mile) of their schools are considered in the walk zone and ineligible for bus transportation during the 2023-2024 school year. If a student would have to cross a hazardous street within that walk zone, Transportation Services will assign these students to a bus stop. Some schools have reduced walk zones, under the half-mile (.5 mile) standard, based on city-wide crime data. • Students living outside their school's attendance area will not be eligible to receive bus transportation, unless the student is identified as Homeless & Highly Mobile (HHM). • Midday High-5 students will receive door to door transportation to/from their home address, to ensure these students are not walking home from or waiting at an empty bus stop for the midday pick up or drop off. This transportation does not require a custodial transfer, meaning a caregiver is not required to be present or visible for the bus driver to drop off the student. **Caveat:** American Indian students who attend a pathway / best practice school receive yellow bussing city-wide.	• Students living a mile (1 mile) or more from their schools, but still within the attendance area for that school, will receive transportation and be assigned to a bus stop during the school year. • Bus stops will never be more than a half-mile (.5 mile) from a student's home and will be located within the neighborhood to concentrate as many student riders at one stop as possible. • Students living within a mile (1 mile) of their schools are considered in the walk zone and no bus transportation will be provided. • Students living outside their school's attendance area will not receive transportation, unless the student is identified as Homeless & Highly Mobile (HHM). **Caveat:** American Indian students who attend a pathway / best practice school receive yellow bussing city-wide.	Students who are eligible for transportation will receive a Go-To card to use with Metro Transit. This excludes students who require special education transportation. The Go-To card is a durable, plastic, prepaid fare card that allows unlimited rides on Metro Transit buses and light rail during the school year.* **Caveats:** • Students who qualify for Educational Benefits and are within the walk zone of their school are eligible for a Go-To card. • Students who are enrolled in a city-wide program (Roosevelt Dual Language, South - All Nations, Career and Technical Education Programs) and are outside the walk zone of their school are eligible for a Go-To card. • Those in the North High boundary qualify for yellow bussing and can keep their Metro Transit Go-To Cards as well. • Yellow bus or a passenger van transportation is provided to student caregivers and their children to attend Longfellow High School.

Safety Protocols

The Transportation Department considers student safety when making logistical decisions, such as determining walk zone parameters and selecting intersections for bus stops. Walk zones are proposed by the Transportation Department with consideration of city-reported crime data and traffic management data, but walk zones and school attendance boundaries are ultimately set by MPS senior leadership. Careful consideration around city-reported crime and traffic data is also taken into account when determining bus stop locations. Transportation Managers, who are staffed by the Transportation Department, are responsible for addressing any safety concerns that arise throughout the year and will re-examine bus stops based on changes in crime and traffic data to determine if changes are needed.

Another re-examination of transportation safety came out of the work done by North High School's Youth Participatory Evaluation (YPE). A survey conducted with students at the school found that students did not feel safe commuting to school on Metro Transit or walking through the neighborhood. This led to MPS piloting a program during school year 2023-2024 where all students in the attendance zone (including students within the walk zone) for North High School could receive yellow bussing services while keeping their Metro Transit Go-To card.

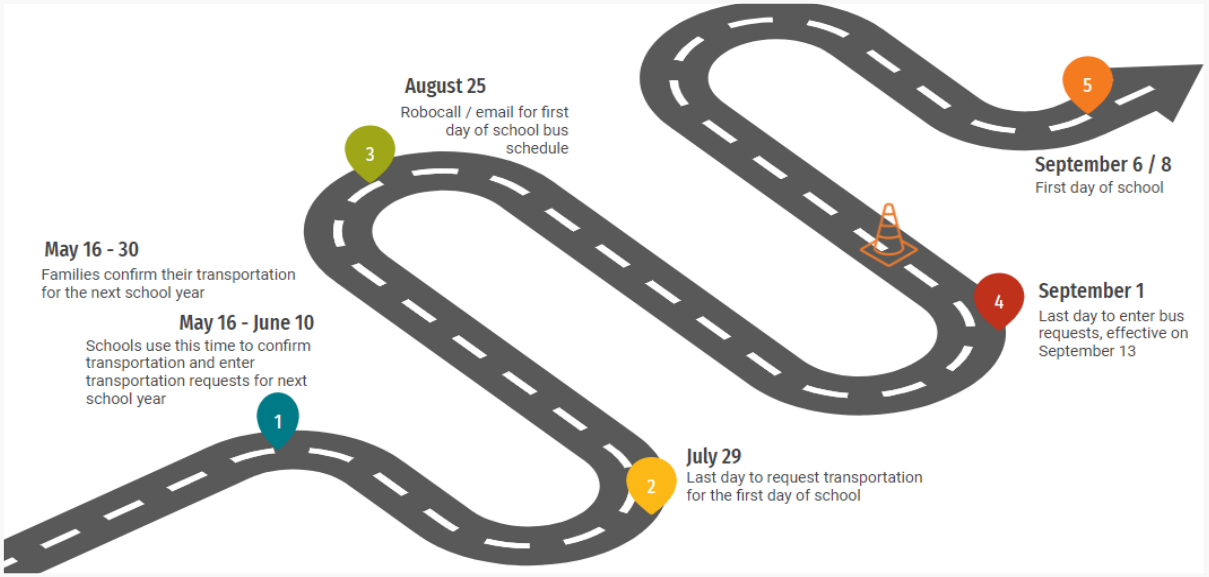
For safety on yellow buses, schools are responsible for completing School Bus Safety Week, a week-long training developed by the Transportation Department that teaches students about bus safety rules and expectations. If there are safety concerns that arise on the bus, bus drivers are able to contact the District Communication Center and Transportation Managers to receive immediate assistance. Drivers are then expected to complete student behavior reports for incidents that occur.

Lastly, MPS has a Safe Routes to School (SRTS) program, which provides safe walking and biking routes to MPS schools and hosts events that focus on promoting safe walking and biking practices. This program is managed by the Culinary & Wellness Services Department.

Process for Requesting Transportation

Figure 1 provides an overview of the timeline and process for the 2022-23 School Year, but serves as an example of what the typical timeline looks like each year. Starting in May, schools and families confirm students' transportation needs for the next school year. School Transportation Coordinators are responsible for submitting requests for students for the upcoming school year. The last day to enter a request that will go in effect during the first week of school is July 29th. If a request is submitted between July 30 - September 1, the changes will go into effect September 13th. This means there is about a 2-week delay in transportation requests that are entered after the July 29 timeline. After September 13th, any requests or changes submitted during the school year are on a 3-day schedule, meaning that the route scheduler has 3 days to enter the change, which can then take 3-5 days for it to go into effect. Families are notified of their student's bus stop location and time by the Transportation Department via robocall, email, and text. There are temporary options that allow students to ride the bus while waiting to be permanently assigned to the bus stop, such as a bus pass.

Figure 1. The timeline and process for requesting MPS transportation for School Year 2022—2023



Districtwide Events & Changes

In recent years, MPS Transportation was impacted by major districtwide events: The Comprehensive District Design (CDD) in 2020 and the rollout of a new student information system (Infinite Campus) at the beginning of the 2023 school year. It is important to keep these events at the forefront when reading the report, as transportation is impacted by multiple factors.

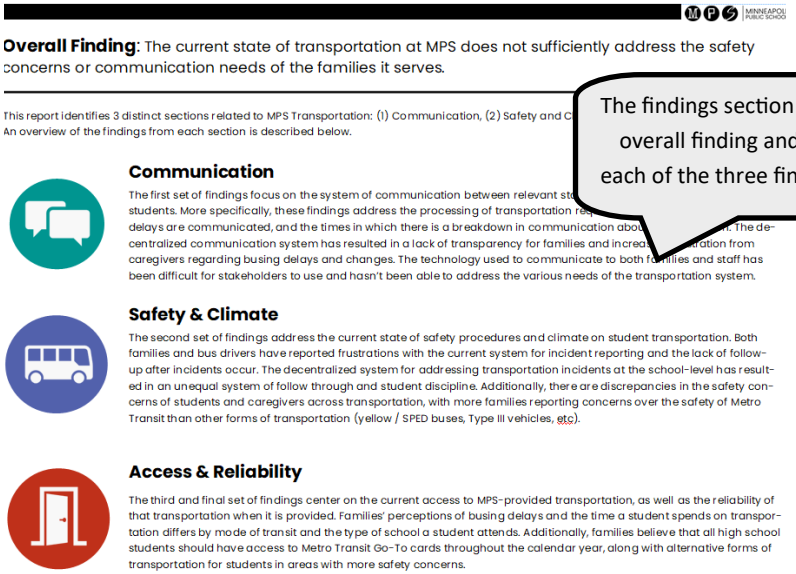
Comprehensive District Design (CDD): The goal of the CDD was to redesign the district to achieve: high-quality programs and outcomes; increased inclusion and access; culturally-relevant family and community engagement; financial stability; operational effectiveness; and a consistent and reliable reputation. A major impact of the CDD on the Transportation Department was the relocation of districtwide magnet schools to be centrally-located and the redrawing of community school attendance boundaries. These efforts were supposed to shorten students' time spent riding on buses and reduce transportation costs by $4.9 million. Students' time on the bus did decrease from 2020, but the reduction in budget was quickly overshadowed by an increase in the cost of transportation by 50-80%. This was due to a nationwide driver shortage and increased compensation for bus drivers (both MPS-employed and contract service employees).

New Student Information System: At the beginning of the current 2023-2024 school year, MPS implemented a new student information system, Infinite Campus. This system allows staff to manage student demographic information, enrollment records, attendance, transportation, grades, and more. School Transportation Coordinators (including social workers at high schools) needed to learn how to use the new system to submit transportation requests in the weeks leading up to the new school year. Additionally, there were challenges with the data coming from Infinite Campus to MPS Transportation that negatively impacted bus stop assignments and routing. This led to many students being accidentally removed from their assigned bus stops, increased turnaround time for bus stop assignments, and confused students, families, school staff and bus drivers. The Transportation Department, MPS IT, and Infinite Campus have worked throughout the school year to resolve these issues, but this implementation is important to keep in mind when reviewing the findings in this report.

Upcoming School Transformation: On December 12th, 2023, the Board of Education approved a resolution, which initiated a school transformation process for MPS. Starting in December and continuing through 2026, there may be reallocation of resources and physical spaces, which will likely have impacts on transportation in the upcoming years.

Report Guide

This report is composed of three distinct sections: (1) Findings, (2) Supporting Data, and (3) Recommendations. The components of each section are outlined below.



Overall Finding: The current state of transportation at MPS does not sufficiently address the safety concerns or communication needs of the families it serves.

This report identifies 3 distinct sections related to MPS Transportation: (1) Communication, (2) Safety and C
An overview of the findings from each section is described below.

Communication

The first set of findings focus on the system of communication between relevant st
students. More specifically, these findings address the processing of transportation re
delays are communicated, and the times in which there is a breakdown in communication abo . The de-centralized communication system has resulted in a lack of transparency for families and increa tration from caregivers regarding busing delays and changes. The technology used to communicate to both f ilies and staff has been difficult for stakeholders to use and hasn't been able to address the various needs of the transportation system.

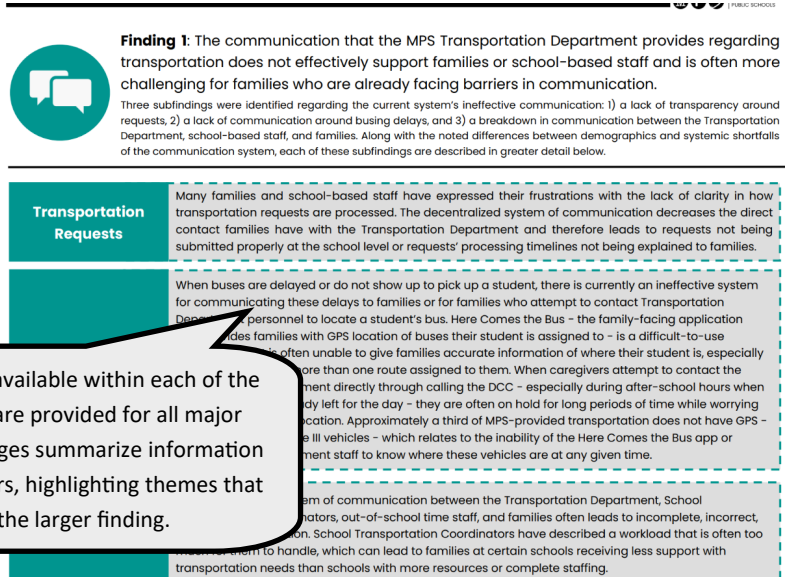
Safety & Climate

The second set of findings address the current state of safety procedures and climate on student transportation. Both families and bus drivers have reported frustrations with the current system for incident reporting and the lack of follow-up after incidents occur. The decentralized system for addressing transportation incidents at the school-level has resulted in an unequal system of follow through and student discipline. Additionally, there are discrepancies in the safety concerns of students and caregivers across transportation, with more families reporting concerns over the safety of Metro Transit than other forms of transportation (yellow / SPED buses, Type III vehicles, etc).

Access & Reliability

The third and final set of findings center on the current access to MPS-provided transportation, as well as the reliability of that transportation when it is provided. Families' perceptions of busing delays and the time a student spends on transportation differs by mode of transit and the type of school a student attends. Additionally, families believe that all high school students should have access to Metro Transit Go-To cards throughout the calendar year, along with alternative forms of transportation for students in areas with more safety concerns.

The findings section begins with an overall finding and summary of each of the three findings sections.

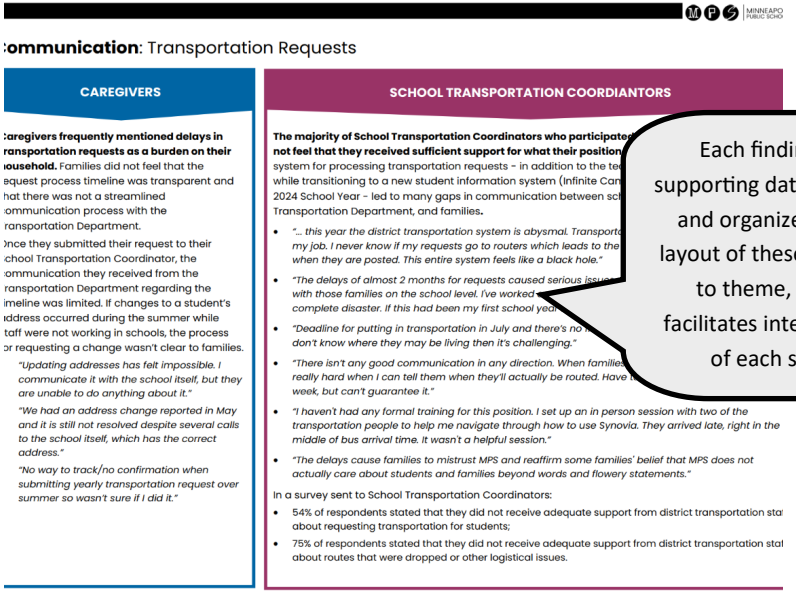


Finding 1: The communication that the MPS Transportation Department provides regarding transportation does not effectively support families or school-based staff and is often more challenging for families who are already facing barriers in communication.

Three subfindings were identified regarding the current system's ineffective communication: 1) a lack of transparency around requests, 2) a lack of communication around busing delays, and 3) a breakdown in communication between the Transportation Department, school-based staff, and families. Along with the noted differences between demographics and systemic shortfalls of the communication system, each of these subfindings are described in greater detail below.

Transportation Requests	Many families and school-based staff have expressed their frustrations with the lack of clarity in how transportation requests are processed. The decentralized system of communication decreases the direct contact families have with the Transportation Department and therefore leads to requests not being submitted properly at the school level or requests' processing timelines not being explained to families.
	When buses are delayed or do not show up to pick up a student, there is currently an ineffective system for communicating these delays to families or for families who attempt to contact Transportation Dep personnel to locate a student's bus. Here Comes the Bus - the family-facing application ides families with GPS location of buses their student is assigned to - is a difficult-to-use often unable to give families accurate information of where their student is, especially ore than one route assigned to them. When caregivers attempt to contact the ment directly through calling the DCC - especially during after-school hours when dy left for the day - they are often on hold for long periods of time while worrying cation. Approximately a third of MPS-provided transportation does not have GPS - e III vehicles - which relates to the inability of the Here Comes the Bus app or ment staff to know where these vehicles are at any given time.
	em of communication between the Transportation Department, School nators, out-of-school time staff, and families often leads to incomplete, incorrect, on. School Transportation Coordinators have described a workload that is often too to handle, which can lead to families at certain schools receiving less support with transportation needs than schools with more resources or complete staffing.

Summary pages, available within each of the three sections, are provided for all major findings. These pages summarize information across stakeholders, highlighting themes that support the larger finding.



ommunication: Transportation Requests

CAREGIVERS

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"Updating addresses has felt impossible. I communicate it with the school itself, but they are unable to do anything about it."

"We had an address change reported in May and it is still not resolved despite several calls to the school itself, which has the correct address."

"No way to track/no confirmation when submitting yearly transportation request over summer so wasn't sure if I did it."

SCHOOL TRANSPORTATION COORDIANTORS

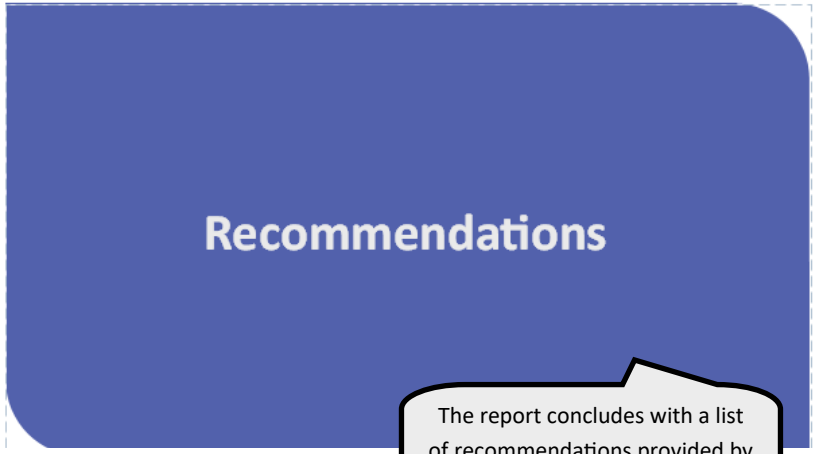
The majority of School Transportation Coordinators who participate not feel that they received sufficient support for what their position system for processing transportation requests - in addition to the te while transitioning to a new student information system (Infinite Car 2024 School Year - led to many gaps in communication between sc Transportation Department, and families.

- *"... this year the district transportation system is abysmal. Transport my job. I never know if my requests go to routers which leads to the when they are posted. This entire system feels like a black hole."*
- *"The delays of almost 2 months for requests caused serious issue with those families on the school level. I've worked complete disaster. If this had been my first school yea*
- *"Deadline for putting in transportation in July and there's no don't know where they may be living then it's challenging."*
- *"There isn't any good communication in any direction. When familie really hard when I can tell them when they'll actually be routed. Have t week, but can't guarantee it."*
- *"I haven't had any formal training for this position. I set up an in person session with two of the transportation people to help me navigate through how to use Synovia. They arrived late, right in the middle of bus arrival time. It wasn't a helpful session."*
- *"The delays cause families to mistrust MPS and reaffirm some families' belief that MPS does not actually care about students and families beyond words and flowery statements."*

In a survey sent to School Transportation Coordinators:

- 54% of respondents stated that they did not receive adequate support from district transportation sta about requesting transportation for students;
- 75% of respondents stated that they did not receive adequate support from district transportation sta about routes that were dropped or other logistical issues.

Each finding has at least one page of supporting data. These pages are color-coded and organized by stakeholder group. The layout of these pages may differ from theme to theme, variation that intentionally facilitates interpretation and understanding of each stakeholder's perspective.



The report concludes with a list of recommendations provided by the EDIA Committee.

Overall Finding: The current state of transportation at MPS does not sufficiently address the safety concerns or communication needs of the families it serves.

This report identifies 3 distinct sections related to MPS Transportation: (1) Communication, (2) Safety and Climate, and (3) Access and Reliability. An overview of the findings from each section is described below.

Communication

The first set of findings focus on the system of communication between relevant stakeholders in the transportation of MPS students. More specifically, these findings address the processing of transportation requests, the ways in which bussing delays are communicated, and the times in which there is a breakdown in communication about transportation. The de-centralized communication system has resulted in a lack of transparency for families and increasing frustration from caregivers regarding bussing delays and changes. The technology used to communicate to both families and staff has been difficult for stakeholders to use and hasn't been able to address the various needs of the transportation system.

Safety & Climate

The second set of findings address the current state of safety procedures and climate on student transportation. Both families and bus drivers have reported frustrations with the current system for incident reporting and the lack of follow-up after incidents occur. The decentralized system for addressing transportation incidents at the school-level has result-ed in an unequal system of follow through and student discipline. Additionally, there are discrepancies in the safety con-cerns of students and caregivers across transportation, with more families reporting concerns over the safety of Metro Transit than other forms of transportation (yellow / SPED buses, Type III vehicles, etc).

Access & Reliability

The third and final set of findings center on the current access to MPS-provided transportation, as well as the reliability of that transportation when it is provided. Families' perceptions of bussing delays and the time a student spends on trans-portation differs by mode of transit and the type of school a student attends. Additionally, families believe that all high school students should have access to Metro Transit Go-To cards throughout the calendar year, along with alternative forms of transportation for students in areas with more safety concerns.

Finding 1: The communication that the MPS Transportation Department provides regarding transportation does not effectively support families or school-based staff and is often more challenging for families who are already facing barriers in communication.

Three subfindings were identified regarding the current system's ineffective communication: 1) a lack of transparency around requests, 2) a lack of communication around bussing delays, and 3) a breakdown in communication between the Transportation Department, school-based staff, and families. Along with the noted differences between demographics and systemic shortfalls of the communication system, each of these subfindings are described in greater detail below.

Transportation Requests	Many families and school-based staff have expressed their frustrations with the lack of clarity in how transportation requests are processed. The decentralized system of communication decreases the direct contact families have with the Transportation Department and therefore leads to requests not being submitted properly at the school level or requests' processing timelines not being explained to families.
Bussing Delays	When buses are delayed or do not show up to pick up a student, there is currently an ineffective system for communicating these delays to families or for families who attempt to contact Transportation Department personnel to locate a student's bus. Here Comes the Bus - the family-facing application that provides families with GPS location of buses their student is assigned to - is a difficult-to-use technology that is often unable to give families accurate information of where their student is, especially when a student has more than one route assigned to them. When caregivers attempt to contact the Transportation Department directly through calling the DCC - especially during after-school hours when school staff have already left for the day - they are often on hold for long periods of time while worrying about their student's location. Approximately a third of MPS-provided transportation does not have GPS - the majority being Type III vehicles - which relates to the inability of the Here Comes the Bus app or Transportation Department staff to know where these vehicles are at any given time.
Breakdown in Communication	The decentralized system of communication between the Transportation Department, School Transportation Coordinators, out-of-school time staff, and families often leads to incomplete, incorrect, or untimely information. School Transportation Coordinators have described a workload that is often too much for them to handle, which can lead to families at certain schools receiving less support with transportation needs than schools with more resources or complete staffing.

Communication: Transportation Requests

CAREGIVERS

Caregivers frequently mentioned delays in transportation requests as a burden on their household. Families did not feel that the request process timeline was transparent and that there was not a streamlined communication process with the Transportation Department.

Once they submitted their request to their School Transportation Coordinator, the communication they received from the Transportation Department regarding the timeline was limited. If changes to a student's address occurred during the summer while staff were not working in schools, the process for requesting a change wasn't clear to families.

- *"Updating addresses has felt impossible. I communicate it with the school itself, but they are unable to do anything about it."*
- *"We had an address change reported in May and it is still not resolved despite several calls to the school itself, which has the correct address."*
- *"No way to track/no confirmation when submitting yearly transportation request over summer so wasn't sure if I did it."*

SCHOOL TRANSPORTATION COORDIANTORS

The majority of School Transportation Coordinators who participated in the EDIA staff survey did not feel that they received sufficient support for what their position entailed. The decentralized system for processing transportation requests - in addition to the technological issues that occurred while transitioning to a new student information system (Infinite Campus) at the beginning of the 2024 School Year - led to many gaps in communication between school-based staff, the Transportation Department, and families**.**

- *"... this year the district transportation system is abysmal. Transportation is the most stressful part of my job. I never know if my requests go to routers which leads to the new routes being a total surprise when they are posted. This entire system feels like a black hole."*
- *"The delays of almost 2 months for requests caused serious issues with families and our relationships with those families on the school level. I've worked as a coordinator for many years, and this was just a complete disaster. If this had been my first school year in this position, I would have left."*
- *"Deadline for putting in transportation in July and there's no flexibility around this, if families move or don't know where they may be living then it's challenging."*
- *"There isn't any good communication in any direction. When families make requests through me, it's really hard when I can tell them when they'll actually be routed. Have to say hopefully be in a route in a week, but can't guarantee it."*
- *"I haven't had any formal training for this position. I set up an in person session with two of the transportation people to help me navigate through how to use Synovia. They arrived late, right in the middle of bus arrival time. It wasn't a helpful session."*
- *"The delays cause families to mistrust MPS and reaffirm some families' belief that MPS does not actually care about students and families beyond words and flowery statements."*

In a survey sent to School Transportation Coordinators:

- 54% of respondents stated that they did not receive adequate support from district transportation staff about requesting transportation for students;
- 75% of respondents stated that they did not receive adequate support from district transportation staff about routes that were dropped or other logistical issues.

Communication: Transportation Requests

TRANSPORTATION DEPARTMENT DISTRICT STAFF

Transportation Department district staff mentioned the difficulties resulting from the 3-day calendar window for updating routes, which in turn is at odds with families' expressed needs for a quick turnaround.

- *"We do try to accommodate which causes issues. For example, moving changes from once a week to every 3 days… puts a burden on our whole system"*
- *"We try to be as accommodating as possible to meet people's needs, we allow extra stops and various bus schedules for students, trying to meet people's needs. We can't always execute it"*
- *"You know, and I have to say it, but less change days would actually make things better too. The three day changes is just ridiculous. Three days, three days it changes and parents get confused. And yesterday, we had six different kids that came here, because the parents didn't connect…."*

OUTSIDE-OF-SCHOOL TIME TRANSPORTATION COORDINATORS

School staff who support after-school programs, field trips, and athletic transportation have mentioned the difficulty they have with the current system for requesting transportation. Since they are not sent a confirmation once their requests are successfully received by the Transportation Department, staff often do not know for weeks or months whether their requests will be fulfilled or denied and if they can provide transportation to students after all.

- *"We never receive confirmation once a request for a field trip has been made."*
- *"Approval took too long. It was a month before we knew if we had a bus. We would like to know sooner so that we can adequately inform families."*
- *"The deadlines that transportation sets doesn't work at all in the summer, and we struggle to route HHM, and SpEd students."*
- *"The new way to request for students to get routed takes a very long time. Two weeks out makes it hard to families who do not have transportation and want the students to be involved in a safe afterschool program."*

Staff requesting transportation for athletic events use a system called rSchool for game-related planning, which has a feature that those staff members say could make transportation requests a simpler and more transparent process.

- *"rSchool Today Trip Requests should be the selected choice for MPS related to creating online trip requests, managing trip routing and approval, dispatching and assigning vehicles and drivers, while also tracking mileage and hours with complete reporting."*
- *"There is a feature in rSchool that should evaluated as a possible solution to reduce this breakdowns in procedure and communication."*
- *"The process for ordering transportation from the Athletic department (not transportation) is cumbersome and not efficient with using older ways with PDF's and signatures and double approvals which causes delay and unnecessary steps when ordering bussing for athletics."*

Communication: Bus Delays

CAREGIVERS

When a student's bus is delayed - either to or from school - families say that the options they currently have for receiving that information are limited or difficult to use. Families have frequently mentioned the ineffectiveness of the Here Comes the Bus App, the long wait times for contacting the Transportation Department directly, and the limited information that schools have about a bus's location (if school staff are even available at all).

- *"I am unhappy that late busses are not communicated with families. The bus broke down recently and we were not notified. My child arrived home an hour late."*
- *"It is frustrating that Here Comes the Bus doesn't work for us most of the time, and when I do need to reach someone at transportation it is next to impossible"*
- *"Another challenge is generally getting ahold of anyone via the phone line. It has never been less than a 30 minute wait to talk to someone. Often I've given up because no one picks up in under an hour."*
- *"The time [my student's] bus home never showed up, I was on hold with the transportation office for over an hour, as was our elementary school."*
- *"If you aren't going to fully support "Here Comes the Bus" or some other reliable tracking measure, you have to staff your call center in such a way that schools and parents can expediently receive correct information. The current wait times to get through are unsafe and unacceptable."*

In a survey sent to caregivers:

- 72% of respondents whose students ride yellow buses either disagreed or strongly disagreed with the statement, "when the bus is delayed, it is communicated with me quickly." 70% of respondents whose students ride SPED buses either disagreed or strongly disagreed with this statement.
- 54% of respondents whose students ride Metro Transit disagreed or strongly disagreed with the statement, "I never had to worry about where my children were located when riding the bus." 49% of respondents whose children use yellow buses and 47% of respondents whose children use SPED buses either disagreed or strongly disagreed with that statement.

Communication: Bus Delays

SCHOOL TRANSPORTATION COORDINATORS

School Transportation Coordinators mentioned frequently that the current system of communicating bus delays or cancellations is not reaching families in an accessible way. The long wait times with the Transportation Department dispatch, the difficult-to-use Here Comes the Bus app, and the inability for staff to contact families in a timely manner were all mentioned as variables of the ineffective system.

- *"It is hard for parents and staff to call dispatch as wait times are very long. This leads to a lot of frustration and time being spent on hold when building staff have many other duties."*
- *"I've encouraged families to download the 'Here Comes the Bus' app. Unfortunately, this app isn't very consistent. For example if busses don't turn on their GPS a parent can't track in real time."*
- *"I am often not notified of delays so I am unable to give parents a heads up until it is too late. When MPS does put out late bus notifications, it does not go to the school or the bus aide, making it difficult for the staff to plan accordingly."*

In a survey sent to School Transportation Coordinators:

- *100% of respondents either disagreed or strongly disagreed with the statement, "families receive adequate communication about bus delays."*
- *90% of respondents stated that they do not believe families receive adequate communication about the location of their children while using MPS transportation.*
- *85% of respondents stated that they do not receive adequate support from district staff about bus delays.*

Included in the School Transportation Coordinator manual:

> *All School Transportation Coordinators have access to Synovia Bus Tracker to monitor the real-time location of buses servicing their schools. Synovia Bus Tracker gives you visibility to the location of your school's buses without relying on Dispatch for information. Once a delay has been detected, school transportation coordinators are responsible for notifying impacted families via robocalls, emails or direct phone calls.*

Throughout the first quarter of the 2023 - 2024 school year, 34% of runs with MPS-provided transportation did not have functioning GPS. Since the Synovia Bus Tracker is unable to show the location information for buses without GPS or Type III vehicles in general, this means that a large amount of students' transportation was unable to be tracked. Additionally, by the time a School Transportation Coordinator notices a delay in a bus route, it is generally when a bus is already late. This causes a delay in that family-facing communication, which makes it more difficult for families to receive this information when they actually need it. While discussing the current system of communication, one staff member stated, "*we shouldn't be finding out from the students that a bus is running late.*" Another said, "*families are not receiving information regarding bus delays in the morning. We do our best at the school to send out updates for evening buses, but we don't get this information at the school level in sufficient amount of time to alleviate family concerns.*"

Communication: Breakdown in Communication Across Levels

CAREGIVERS

Families reported having a difficult time connecting with the Transportation Department, despite having the option to call the District Communication Center (DCC) phone support line. The long wait times for connecting with call center staff, as well as the breakdown in communication between the Transportation Department and school-based staff, can leave families frustrated.

- *"Nobody ever answers the phone at the transportation phone number. Our school phone number shuts down at the end of the day. We don't know when things are late and the bus app doesn't work."*
- *"The first year my child was in school I was VERY confused as to how to arrange bus pick up/Minneapolis kids/parent pick up. Our teachers would collect the info, but then it wouldn't make it to the office. I called the office and then they'd direct me to transportation and then transportation would direct me to the office. I honestly still don't remember how we sorted it out. I was very stressed out about her riding the bus home and not getting on the correct bus."*

TRANSPORTATION DEPARTMENT DISTRICT STAFF

Transportation Department leadership has also expressed distrust in the currently decentralized system and the differences of support between schools.

- *"Transportation is in a hard spot because a lot of our services are decentralized in a way, on the school, family, student side, we work with schools and they do it different according to their needs, based on the school-based transportation coordinator and their knowledge, experiences, and then they share that out with their community"*

Communication: Breakdown in Communication Across Levels

SCHOOL TRANSPORTATION COORDINATORS

As the family-facing representative of the transportation system, School Transportation Coordinators are crucial supports for families at the school-level and can make the difference between a student receiving transportation in a timely manner or not. This decentralized system, however, means that these staff have to be proficient in navigating the system and bridging the gap between the Transportation Department and families.

- *"I have been a transportation coordinator for many years, so I usually know what I am doing by now, though most of my "training" was calling other schools to get my questions answered. The start of school this year was the worst ever, Infinite Campus has been a nightmare with seemingly nobody taking responsibility for training MPS staff. I feel VERY sorry for any new transportation coordinators who were just thrown in without any guidance."*
- *"Long wait times make it difficult to do the rest of my duties as my phone is tied up on hold for 45 minutes at a time, or the issue becomes unsolvable due to the time-lapse. It also incentivizes me to bypass MPS dispatch and go directly to the company/contractor to get updates or ask questions more efficiently, which makes it so MPS doesn't have all the information. On the parent side, they express a lot of frustration about wait times for simple matters. As for student restarts, I am not sure where the breakdown happens, but oftentimes, the driver says they didn't get the information and the student doesn't get picked up until I talk to the driver directly (not always possible)."*
- *"Transportation's inability to be creative problem-solvers has been difficult. When we come forward with some ideas or needs for modifications, it just stops, there's no dialogue or engagement about it, we just get shut down."*
- *"Families are frustrated with the lack of communication from transportation. The schools are left to continue to explain the issues when we don't have all the information. Families either think the school is at fault, or that MPS does not know what they are doing."*
- *"The information that has been going out from the Transportation Department this year to MPS families is incorrect, incomplete and isn't always happening."*
- *"There also seems to be a lack of communication between the transportation dispatch, IT, schedulers and safety managers. They all give incorrect information to families."*
- *"Needed to loop in admin in all communication with transportation due to the lack of information from transportation and increase response time."*
- *"Bus tags. Transportation originally made school Ids. Now the school has to print 1500 school IDs. And then now [transportation] is like you guys just do the work when we just watch you from the top… that's how I feel right now."*

There are multiple District Communication Center (DCC) lines that school-based staff can call to connect with transportation staff, but this hasn't fully addressed the disconnection between the two entities.

- *"I've called the missing student line and gotten a faster response but have been reprimanded for calling them for something they don't consider 'an emergency' - [I] had called to talk about a 6 year old. I think I called it for the right reason but then got in trouble by them for tying up their line. More clarity would be helpful about when/how to use this line but from my perspective, a young child is an emergency."*
- *"Dispatch is helpful when you get on but sometimes you're on hold for 45 mins, to spend that much time of my day on hold is frustrating and takes time away from actual job duties as a social worker. I recognize it is out of [dispatch's] control, but maybe there could be a way to submit questions so you can get faster responses."*

Systemic Explanations of the Current State of Communication for MPS Transportation

The current state of communication regarding MPS transportation is a result of ineffective technology, a staffing shortage (and in turn, may substitute bus drivers and contracted employees), and a decentralized system of receiving and processing transportation requests.

Technology & Functionality. MPS Transportation uses Synovia GPS software on MPS' internal yellow buses, as well as contracted bus companies' yellow buses that are assigned to MPS routes. Synovia is the internal-facing software used to track buses, allowing school-based staff and the Transportation Department to view the real-time location of yellow buses. Here Comes the Bus is the external-facing app that uses GPS data from Synovia to allow families to see their student's bus location. Here Comes the Bus is location-based (not time-based), so it does not provide estimated time arrivals similar to what other mapping services (such as Google Maps or Apple Maps) provide. One of the major gaps with Synovia is that the software does not provide a proactive alert if a bus is running late- or if the bus hasn't even started its assigned route. This has hindered Transportation and school based staff from proactively notifying families of delays.

Because the Transportation Department has been facing staffing shortages, multiple contracted bus companies are used to provide service for MPS students. Management of these contracted services includes ensuring: their vehicles are equipped with Synovia GPS equipment; the assigned bus (as assigned in Synovia) is used to run the route; the route is performed as designed by MPS Transportation staff; the same driver performs the same route every day; and updated routes are printed and handed out to the right drivers when there's a change. If any of these pieces are missing or not happening, there is likely to be a breakdown in the system. This can look like Here Comes the Bus not working properly for families, school staff not being able to track their buses in Synovia, bus stops being made in a different order compared to the route, or new bus stops being missed. Additionally, since Type III vehicles don't have GPS tracking, homeless/highly-mobile students who use this mode of transit are less likely to know if their transportation is going to be on-time or delayed. Many families have struggled to use the Here Comes the Bus app, rendering it nearly useless when students have alternative stops or when the vehicle itself does not have GPS.

- *"The app infrequently works so it's not very reliable to use."*
- *"The app to find the bus is often not working, not updated. My children live at two different homes and we can only use the bus app for one of the homes."*
- *"Here Comes the Bus app doesn't work well for us. I have never been able to get logged on and get the info, even when I have asked for help."*

The Transportation Department has confirmed that there are limited uses of the technology as it stands, and a complete revamp of the systems would be needed to accurately track students' buses, communicate with contractors regarding changed routes, and log incidents. In the past, a program called Day Log was a management system that allowed MPS staff to see the routes and who was assigned to routes, log incidents and call details, and display that information to schools and the contracted bus companies. Due to a 2023 districtwide data breach, MPS needed to remove this program.

- *"Day log was developed by a bus driver who had programming experience, cost to rebuild it was quoted 1.5 million, written on outdated software/platforms and outdated servers, once the MPS hack happened then IT had to make a decision to remove it."*
- *"[We] have looked at going out and getting a new GPS but we know there are other newer vendors that we would like to explore given the budget room to do that."*
- *"Things were good until the computer hack, [which] handcuffed the Transportation Department severely because we had a system in place but now it's been eliminated and now trying to develop something close to what we had. Since the computer hack, it's slowed down management's job. If I want to look up a late bus, it used to take seconds, but now it takes more time."*

Systemic Explanations of the Current State of Communication for MPS Transportation

Barriers in Communication. MPS Transportation uses School Messenger to send robocalls, emails, and texts to families regarding their students' bus stop information. The information is translated into the student's home language, but only if identified in the student information system. MPS Transportation also sends communications when there is no bus driver to perform the route (the route is dropped). However, Transportation does not send communication when buses are running late, and the Here Comes the Bus app is only available in English and French. There are also only a few bilingual staff to support families at schools and to service the District Communication Center (DCC)Within a system that is already difficult for families to navigate, caregivers whose home language is not English and who don't have equal access to technology may struggle the most.

- *"We are relying on families to have the app on their phone and assuming they have a data plan to have those apps AND to understand the English language.....Bus App not in other languages. This is a language barrier for Spanish speakers."*
- *"Parents who are mostly English speakers and can sit on hold for hours on the phone to get the transportation change. Parents who are not English speakers, there is no support from District to help parents, at building-level all staff are busy. There is no translation for Spanish speakers who call the district's transportation number. How are these parents supposed to know what options to press to get to the transportation person?"*
- *"We need to have a text message sent out in multiple languages."*
- *"There was an increase of new Latino newcomers and only one at school to speak Spanish. There are many new latino families and it is hard to say to these families to call dispatch that do not have someone to speak Spanish/Somali. Families [who are] Spanish-speaking… don't want to be the angry parent."*

One caregiver stated, *"It's not easy for me to make transportation for them because I don't speak English very well."*

Even if the communication system was functional, it is still built around normative ideas around communication (email, helplines, etc.), which is not ideal for many MPS families. A School Transportation Coordinator suggested, *"Transportation could communicate more directly with families through text since many families don't check emails as often. [I] know that this is a challenge since many families change phone numbers often but would help."*

Staffing. MPS - along with nearly every other school district in the country - is facing a national bus driver shortage. MPS currently has more contract service providers than MPS drivers on staff, which has increased MPS Transportation's focus on contractor management. Issues arise when substitute drivers (either MPS drivers or contracted drivers) are put on an unfamiliar route. This can result in missed bus stops, students being picked up or dropped off at different times because the driver has gotten lost or they are not driving the route as it is written. The role of a School Transportation Coordinator can change year to year (including mid-year) with little or no notice to the Transportation Department. The position is funded by schools, supervised by principals, and does not have a mandatory minimum number of dedicated hours to do the work. This limits the Transportation Department's ability to standardize the training, processes, and expectations of the role.

- *"We [drivers] just got a raise but new people aren't coming in because our hourly rate does not match the hourly rate of contracted staff. We get benefits- vacation, sick time and holiday. But new drivers are not wanting that, they want the higher money per hour pay and that is why we are not getting new drivers."*

Decentralized System. The current decentralized system of managing transportation requests and communicating bus delays has led to unequal distributions of responsibility across schools. The Transportation Department depends on school staff entering requests on behalf of families as there is currently no option for families to submit transportation requests themselves in the Infinite Campus Parent Portal.

- *"I haven't had any formal training for this position. I set up an in person session with two of the transportation people to help me navigate through how to use Synovia. They arrived late, right in the middle of bus arrival time. It wasn't a helpful session."*

Finding 2: The current system of transportation does not meet the safety needs of students and bus drivers.

Three sub-findings emerged that relate to safety concerns on or around transportation for MPS students: 1) a lack of consistent reporting and follow-up after incidents, 2) differing concerns depending on mode of transportation, and 3) differing concerns depending on race/ethnicity and neighborhood. Along with systemic explanations of the current state of safety on MPS transportation, each of these challenges are described in greater detail below.

Reporting & Follow-up Regarding Incidents	When incidents are reported, bus drivers indicated that there is a lack of follow-up by schools or the Transportation Department to adequately address the issues. This leads to bus drivers being less likely to report incidents that occur on transit because they do not believe anything will be done. Caregivers also stated concerns over the lack of follow-up after incidents, especially those whose students ride Metro Transit. The data shows that, although these incidents may be underreported, African American/Black and American Indian students are drastically overrepresented in the population of students receiving punishments for incidents
Concerns Depending on Mode of Transportation	Students, caregivers and bus drivers all mentioned safety concerns throughout the data collection process. Bullying/harassment, physical assault, witnessing unsafe behaviors, and more were mentioned as incidents that students had experienced while riding—and waiting for—transportation. Bus drivers had also mentioned safety concerns while on the job and felt that they needed more support than they were receiving. Although some caregivers mentioned safety concerns on MPS yellow buses, the vast majority of safety concerns came from families of Metro Transit users. The Metro Transit bus and light rail stops—as well as experiences while riding transit—were mentioned as unsafe. More frequent interactions with the public on Metro Transit led to witnessing more unsafe behaviors by adults on and off transit.
Concerns Depending on Race/ Ethnicity & Neighborhood	In focus groups, caregivers who identified as Hmong, African American/Black, American Indian or Alaskan Native, and Latine frequently mentioned safety and climate concerns on or around yellow buses, Metro Transit, and SPED buses. Caregivers who identify as African American/Black and American Indian reported feeling discriminated against based on their race/ethnicity and/or neighborhood by both bus drivers and the Transportation Department when trying to resolve issues. Additionally, bus drivers mentioned safety concerns as a factor in deciding which routes they'd select or bid for as seniority allowed, identifying areas of Minneapolis (North) that felt less safe than other areas (South).

Safety & Climate: Inconsistent Reporting & Incident Follow-up

BUS DRIVERS

Bus drivers mentioned their frustrations with the current system for reporting behavioral issues on buses, as well as the lack of follow-up they received from the Transportation Department and schools.

- *"Depends on the school. Some schools work with you, some are mean/don't do anything even if they are given write-ups. [They] don't care - no day-to-day collaboration."*
- *"We write up students, there is just a stack of papers- nothing being done. Some drivers have just stopped writing up kids because it is not useful. That sends the message to students that they have more control than drivers do. No consequences."*
- *"I don't even write students up anymore because nothing gets done about it."*
- *"Safety manager says write them up, write them up but when you do write a kid but they leave the bus for 1-2 days. If a kid gets 3 write ups, he should be done for the school year. Mom or dad should have to drive them to school."*
- *"Schools want kids to be attending so they don't want to suspend kids. So we write them up but they're not doing nothing."*
- *"And shouldn't I be the one to know first about what is going on in the process of the report? I go in everyday and no one tells me anything. So I assume nothing is happening. But to start you drop off the report in a box and then a few days or weeks after and you still see the report sitting in the box. Nobody has picked them up. They probably haven't even learned it happened."*

Additionally, bus drivers face many safety concerns while on the job including experiencing verbal and physical harassment and assaults by caregivers, students, and community members. They shared that they don't receive the support that's needed in these situations.

- *"It is a lot to take as a driver—students cussing at you, hollering, parents cussing you off cuz you're late—that is a whole lot to take. Then you have to be calm/professional and call dispatch and they say 'well, do the best you can."*
- *"In fact, I wouldn't say that it's not that security or school administratives don't care, because from my end that what would be bold to say, and yes they don't have enough resources to manage everything at once–because it is difficult and they have noted that they employed the department of security which is fine. But at the end of the day is that the reality is we need more support. At the end of the day the responsibility falls on us because we are on the frontlines. They can say, 'no its because we need more personnel' but that's not 1. The truth is that every day we are facing every problem. But it's us that are facing these issues."*

Safety & Climate: Inconsistent Reporting & Incident Follow-up

CAREGIVERS

Caregivers of Metro Transit riders are unsure of what the procedures are for reporting incidents on transit, or if they do know, they don't believe that students alone should be in charge of that reporting.

- *"The district can't control behaviors happening by other riders on Metro Transit trains and buses. However it should be made clear to students if they can report things at school and [if] school admin are willing to interface with Metro Transit."*
- *"My nephew, before the pandemic, when he existed Metro Transit, he got beat up by other kids and he was bleeding, we couldn't find out who the person was, we told the school and nothing happened, they said they would file an incident report but nothing came out of it."*

TRANSPORTATION DEPARTMENT DISTRICT STAFF

Transportation Department district staff noted the inconsistencies in the protocols followed at each school, but believing that each school should have autonomy over disciplinary procedures, the process of following-up on incidents that occurred on transportation have been decentralized.

- *"Student management on a bus while driving, student behavior is not easy. It's what frustrates drivers in their jobs, each school does things differently. We do have a policy and procedure that we have but it's hard for principals to follow it to the tee and kick students off the bus then that student won't get an education."*

SCHOOL TRANSPORTATION COORDINATORS

Because there are multiple ways for incidents to be reported, this can cause confusion as to whose responsibility it is to send in a report or follow-up on an incident.

- *"Many times parents have told us about challenges happening on bus and gotten no response, can't expect a bus driver to respond. Almost always reported to school by parent about what happened on bus, e.g. after child gets dropped off then calls to say they got hit on bus and then school needs to call Transportation to ask if an incident report was filed."*
- *"There was an altercation between students and the parents tried to fight them as well as the bus driver. "*
- *"The school might release the kids late, parents expect a certain time. So if you're late, if a new driver is late 15-20 minutes, the weather, etc parents get mad. Parents get mad, approach you, want to fight you, f words. If we try to call safety manager we don't get a response, but if a parent tries to call they do get a response."*

Safety & Climate: Differing Concerns by Mode of Transit

CAREGIVERS

Caregivers of students who use Metro Transit reported more concerns over their students' safety than caregivers whose students used other modes of transit.

- *"It is NOT safe for our kids! My daughter is constantly cat called and approached by men and has been cussed out if she doesn't reply… My daughter is afraid [of] walking to and standing at the bus stop due to being harassed by grown men."*
- *"I don't know what needs to be done but drug use on public transportation needs to be addressed. It's not safe for kids and exposure could lead to drug use. Unsafe."*
- *"The Lake Street train station is regularly an unsafe place for students when metro transit police are not present. My student has had to fend off unwanted touching by adults, witnessed multiple adults using drugs, and seen assaults. He has had to avoid stepping on needles and other drug paraphernalia. He witnessed recently someone who appeared to have died and was being revived by paramedics."*
- *"My children are on the public transportation light rail and have seen drug use and are approached by strangers at the stops downtown. I am constantly concerned with their safety to and from school. They are too young to be traveling public transportation without parent or adult protection."*
- *"I am concerned about high school and my child using metro transit. We recently bought a house and the number of buses she will need to take to high school was a major factor in what neighborhood we chose. I have heard from other families that they are very unhappy with this arrangement and that kids walk to school to avoid unsafe situations on the city bus."*
- *"For high school, my daughter used to get harassed by men so I used to tell her to carry pepper spray with her at all times even though I know it's not allowed in school. Especially heading towards the school… Sometimes she'd call me while these dudes are catcalling her. The good thing is my daughter has a mouth and also has pepper spray."*

STUDENTS

Students who ride Metro Transit also more frequently mentioned safety than other modes of transit.

- *"Other adults, strangers, overdose on the bus a lot and a lot of the time it's when a lot of other students are on the bus."*
- *"Someone tried to steal my phone. That made me not want to ride the bus but it's my only way home. I wish we still had the yellow busses."*
- *Pretty much everyday there is at least one adult not in a safe mental state on one of the buses I ride."*
- *"We take the city busses and they be taking a long time. One time I was waiting in the cold for about 15-20 minutes. I live down the street so it takes about 5-10 minutes to get here. People be on the bus fighting, bringing guns. I don't feel safe."*
- *"Yeah Metro Transit isn't safe. Metro Transit is not safe. You can get shot getting off the bus or on the bus. They need to get rid of it."*

Safety & Climate: Differing Concerns by Area of Minneapolis & Race/Ethnicity

CAREGIVERS

There were differences found between areas of Minneapolis in regards to caregivers' safety concerns and feelings of security for their children while on transportation. Caregivers that reside in North Minneapolis reported that their children's buses were not safe or a good environment for students more than caregivers from other areas (Northeast, South/Southeast, and Southwest). When asked if they worried about where their children were located while riding the bus, responses differed by area of Minneapolis and what type of transportation the students used.

In a survey sent to caregivers of MPS students:

- Asked if they believed that MPS cares about their childrens' safety getting to and from school, only 59% of caregivers from North agreed, compared to Northeast (70%), South/Southeast (71%), and Southwest (72%).
- Asked if they felt their children had a positive experience riding the yellow bus, 65% of caregivers from North Minneapolis agreed. That is lower compared to caregivers in Northeast (76% agreed), South/Southeast (76% agreed) and Southwest (80% agreed). For metro transit, there was a difference between South/Southeast and Southwest, with 64% of caregivers from South/Southeast agreeing and 80% from Southwest. Caregivers from North and Northeast whose children used the metro transit were not reported due to too few survey responses to this question.
- Asked if they felt their children were safe waiting at their yellow bus stop, 60% of caregivers from South/Southeast agreed, compared to Southwest (85%). North and Northeast were not reported due to too few survey responses to this question. For metro transit, 60% from South/Southeast agreed compared to and 70% from Southwest. North and Northeast were not reported due to too few survey responses to this question.
- Asked if they felt their children were safe while riding the yellow bus, 74% of caregivers from North agreed, compared to Northeast (84%), South/Southeast (84%), and Southwest (85%). For metro transit, 55% from South/Southeast agreed and 84% from Southwest. North and Northeast were not reported due to too few survey responses to this question.
- Asked if they have ever had to worry about where their children were located while riding the yellow bus, 40% from both Northeast and South/Southeast agreed, compared to North (51%) and Southwest (56%). For metro transit, 38% from South/Southeast agreed compared to 71% from Southwest. North and Northeast were not reported due to too few survey responses to this question.

Safety & Climate: Differing Concerns by Area of Minneapolis & Race/Ethnicity

CAREGIVERS

There were also differences found between different caregiver racial/ethnicity communities. Caregivers who self-identified as African American or Black, American Indian or Alaskan Native, Asian, and Latin American or Latino/a/x reported feeling that their children were less safe at their bus stops compared to caregivers who identified as White.

In a survey sent to caregivers of MPS students:

- Asked if they believed that MPS cares about their childrens' safety getting to and from school, only 58% of African American or Black caregivers, 46% of American Indian or Alaskan Native caregivers, and 59% of Asian caregivers agreed, compared to 80% of Latin American or Latino/a/x and 73% of White caregivers.
- Asked if they felt their children had a positive experience riding the yellow bus, 94% of White caregivers agreed, compared to 73% of American Indian or Alaskan Native, 84% of Asian, 85% of Latin American or Latino/a/x, and 87% of African American or Black. For metro transit, 48% of African American or Black caregivers agreed, compared to 79% of White caregivers.
- Asked if they have ever had to worry about where their children were located while riding the yellow bus, 47% of African American or Black caregivers and 40% of Asian caregivers, compared to 69% of Latin American or Latino/a/x caregivers and 50% of White caregivers.

Safety & Climate: Differing Concerns by Area of Minneapolis & Race/Ethnicity

STUDENTS

Students reported different safety and bus climate experiences depending on in which area of Minneapolis they resided. In general, students from Southwest reported feeling more safe riding the yellow bus and metro transit, waiting at bus stops, and had more positive experiences overall compared to those from South/Southeast. Students from North Minneapolis reported that they felt less safe on the metro transit and at metro transit stops, and felt that students on the yellow bus were not respectful to them compared to students who lived in other areas of Minneapolis.

In a survey sent to MPS students:

- When asked if they felt they had a positive experience on the yellow bus, 60% of students from South/Southeast agreed compared to 73% of Southwest. Responses from North and Northeast were not reported due to too few responses to this question. For metro transit, 67% of students from North agreed, compared to 80% from South/Southeast and 81% from Southwest. Responses from Northeast were not reported due to too few responses to this question.
- When asked if they felt safe riding their yellow bus in general, 60% from South/Southeast agreed compared to 93% from Southwest.
- When asked if other students on the yellow bus are respectful to them, 58% from North agreed, compared to 60% from South/Southeast and 80% from Southwest.
- For students who use metro transit to get to school and back, when asked if they felt safe waiting at their bus stop, 67% of students from North agreed compared to 80% from South/Southeast and 81% from Southwest.

Students reported different safety and bus climate experiences depending on their race/ethnicity. In general, students who self-identified as White reported safer and more positive experiences on both the yellow buses and Metro Transit buses and at bus stops. Students who identified as Asian and White reported more positive experiences on Metro Transit than to students who identified as Latin American or Latino/a/x or African American or Black.

In a survey sent to MPS students:

- When asked if they felt safe waiting at their yellow bus stop, 87% of African American or Black students and 82% of Latin American or Latino/a/x students agreed, compared to 94% of White students. For metro transit, only 62% of Latin American or Latino/a/x and 74% of African American or Black students agreed, compared to 86% of white students.
- When asked if they felt safe riding their yellow bus, 72% of African American or Black students and 73% of Latin American or Latino/a/x students agreed, compared to 82% of white students. For metro transit, only 65% of Latin American or Latino/a/x, 73% of Asian, and 73% of African American or Black students agreed, compared to 77% of white students.
- When asked if they generally have a positive experience on the metro transit, only 68% of Latin American or Latino/a/x and 69% of African American or Black students agreed, compared to 74% of White students and 93% of Asian students.

Safety & Climate: Differing Concerns by Area of Minneapolis & Race/Ethnicity

BUS DRIVERS

Bus drivers described safety concerns as greater in specific areas of Minneapolis than others, leading some to bid for routes in areas they felt were safer. They cited concerns around student and caregiver behaviors and interactions, as well as community incidents, such as vehicle accidents or harassment of drivers. Some drivers identified South Minneapolis routes to be more desirable than those in North Minneapolis.

- When asked on a survey what they consider when bidding for routes based on what is laid out in the union contract policy, 58% of bus drivers reported that they consider the Area of Minneapolis. One caveat to interpreting this survey response is that we do not know exactly why those on the survey selected this answer, as it could be based on having more efficiency in the route by staying in the same area of Minneapolis, or something else.
- *"Normally I bid for the area or site meaning the less problematic schools, parents, students and location. Also, if I see a good route with good hours I bid it."*
- *"There are some schools that are really problematic. And it's by schools. For instance, you will have the [school name] route. They will say be afraid… And you don't know what's coming for you. You see the route and you know it will be problematic"*
- *In reference to negative parent/caregiver interactions and other safety concerns in the surrounding community - "Especially when you have bus routes in North. It's true in most of Minneapolis, but the worst is in North."*
- *"Kids in southside are more quiet than kids on northside. Southside kids, if you miss a stop, they won't yell. Northside yelling if you miss a stop, make you scared, won't give you a chance to correct it. Northside kids focus on the driver."*

In reference to schools supporting drivers through relationship building and helping address student behaviors:

- *"It depends which school/what side of the city. Some school staff greets you/brings you a gift during the holiday season. But it depends on what side of the city. Some school staff never come out."*
- *"Southside schools always come out, north side never comes out."*

Systemic Explanations of the Current State of Safety & Climate on MPS Transportation

The MPS Climate Framework states, "Minneapolis Public Schools aims to be a place where our students, families, staff and community feel and experience a sense of belonging, safety, wellness and respect." (MPS Climate Framework). This statement is the target when we refer to "safety and climate" in this report. The current reporting system for safety and climate concerns and incidents on or around transportation used by MPS students does not currently meet the needs of students or bus drivers. The inability for MPS to oversee the safety of students on Metro Transit has led to many incidents going unreported / unaddressed. Additionally, the lack of support for bus drivers to address incidents on yellow buses has led to underreporting of incidents and a lack of follow-up with students, caregivers, and drivers after incidents occur.

Bidding Process & Driver Perspective. In a survey sent to bus drivers, 58% of respondents stated that they consider the area of Minneapolis when bidding on a route (indicating that some areas have more manageable student behaviors and school support), and 33% of respondents considered safety. In focus groups, bus drivers additionally mentioned concerns for their own safety after negative interactions with students, caregivers, and the general public.

Reporting Procedures. In the School Transportation Coordinator Handbook, there is a School Bus Discipline Policy laid out for how to receive and respond to incidents that occurred on MPS-provided transportation. The handbook states:

> *The bus aide and/or bus driver is responsible for the safety and discipline of students on the bus. The school principal or designee is available to give assistance to the driver and will determine consequences of misbehavior and the reinstatement of bus privileges for the offending student(s) should a suspension be necessary. A suspension applies to all buses unless otherwise designated by school officials.*
>
> *School transportation coordinators are responsible for sharing student conduct reports received from Transportation Services with the appropriate school leadership… for awareness and follow up.*

The Handbook then continues with a chart of potential offenses and their corresponding consequences. Hearing from many stakeholders - including Transportation Leadership - however, it was reported that these consequences are more of a guideline than strict policy to follow. Leadership leaves the discipline of students up to school-based staff to determine, believing that a school knows its students best.

Looking at the bus discipline data for the 2022 - 2023 school year, 101 African American / Black students and 12 American Indian students had been reportedly involved in bus incidents (compared to 12 White students), which is a vast overrepresentation of these student populations. Additionally, the school most represented in bus discipline data is River Bend Education Center, which primarily serves students with significant emotional, behavioral, and mental health needs. This overrepresentation is potentially related to the decentralized way of disciplining students. Without clear behavior policies in place, bus drivers/aides may over-discipline students of color and students receiving Special Education Services due to their unconscious biases leading them to report some students and not others. This problem is not unique to transportation – districtwide, there is disproportionality in the percent of students represented in behavior incidents compared to the districtwide population of specific racial/ethnic groups. Specifically, the percentage of African American or Black and American Indian students represented in discipline data is significantly higher than the percent of those student groups districtwide.

Cultural Differences Between Families & Drivers. A few times throughout focus groups, caregivers, students, and bus drivers mentioned tensions and discrimination due to cultural differences between families and drivers. In focus groups with African American/Black and American Indian caregivers, they described multiple interactions with drivers in which they felt that they or their students were being discriminated against for their race/ethnicity or socioeconomic status. Incidents ranged from insensitive comments made to caregivers about their race/ethnicity, to students in their communities being unfairly disciplined by their bus driver. Some students mentioned issues with drivers that they believed treated them differently than other students because of their race/ethnicity. Lastly, bus drivers also mentioned tensions between themselves and caregivers and students from cultures different from their own, which included caregiver and student discriminatory behavior towards them.

Finding 3: MPS families and staff are concerned about inequitable access to reliable transportation to and from school.

Two subfindings were identified that contribute to a lack of access to reliable transportation: 1) the current eligibility criteria for access to MPS transportation, and 2) the unreliability of transportation that is available to families. Along with systemic issues that have created the current state of transportation, each of these challenges are described in greater detail below.

Eligibility Constraints	Eligibility for MPS-provided transportation is currently based on a number of factors including walk zones, attendance boundaries, and students' grade level (see table 5 for eligibility details). These qualifications for transportation mean that there are a number of students who don't receive MPS-provided transportation to and/or from school.
Unreliable Transporation	For students who receive MPS-provided transportation, the delays in the request process and the unreliability of transit can result in students arriving late to school, caregivers not knowing where their children are, and families opting-out of provided transportation (or sometimes leaving the MPS system altogether). Additionally, the timeliness of a bus can be experienced differently based on a family's region and/or the services that a student receives.

Access & Reliability: Eligibility Constraints

CAREGIVERS

Based on current eligibility requirements for MPS transportation, if a student lives within a school's walk zone, they are **unable to receive yellow bus transportation to and from school. Not all families living within the walk zone believe that it is a walkable distance, or they believe that other factors make walking a riskier mode of transport for students.**

- *"We're too close to use buses but too far to walk so that leaves us with having to drive our son to and from school, and that's totally disruptive to our work schedules!"*
- *"We are within the 'walking zone,' but our children would have to cross a very busy street to get home, so they are unable to walk independently. We have been unable to get bussing, despite this problem."*
- *"We live in the walk zone but are concerned about safety crossing busy streets and distracted drivers. Would love the option to bus, especially in the winter."*

SCHOOL TRANSPORTATION COORDINATORS

School Transportation Coordinators have noticed differences in access to transportation based on families' cultural capital. Caregivers who don't speak English and / or don't have time to advocate for their transportation needs are disproportionately affected.

- *"Our upper-middle class families can solve the transportation issues. However, our low-income families who do not have the time to sit on the phone or give rides to their children to school are really suffering."*
- *"Parents who are mostly English speakers and can sit on hold for hours on the phone to get the transportation change. Parents who are not English speakers, there is no support from District to help parents, at building-level all staff are busy. There is no translation for Spanish speakers who call the district's transportation number. How are these parents supposed to know what options to press to get to the transportation person?"*

Access & Reliability: Eligibility Constraints

CAREGIVERS / STUDENTS

Students in grades 9 - 12 (outside of those receiving MPS transportation from IEP or McKinney-Vento requirements) only receive access to Metro Transit Go-To cards and only if they live outside of the walk zone (or are eligible for Educational Benefits). Due to various factors, including distance to school and safety, caregivers do not feel that this is an appropriate form of transportation for their student.

- *"Minneapolis is the only district that has public transportation for high school students. It does not feel wise especially in downtown setting and light rail security needs to be more strict."*
- *"City buses should not be used by 14 year olds entering a high school. My daughter had never rode a city bus until her first day of high school- of a high school that is no where near our neighborhood school (thanks to the boundaries changing). School buses should be afforded."*
- *"High school students should not be on public transportation as a means to get to school. They should be able to provide yellow school buses that give children a sense of safety to and from school."*

Some high school students also believe that they should have access to yellow buses given their experience on Metro Transit.

- *"Someone tried to steal my phone. That made me not want to ride the bus but it's my only way home I wish we still had the yellow busses."*
- *"I wish they would provide normal transportation instead of doing city busses people be weird and I rather get on the yellow bus."*

In a survey sent to North High students during the 2023 School Year Youth Participatory Evaluation (YPE), 89% of respondents stated that they'd like for all students to receive a school bus (including afterschool activity participants). Out of this concern, MPS began offering students within the North High School boundary access to yellow buses, which is currently being piloted this school year.

There are some caregivers and high school students, however, who aren't currently eligible to receive a complementary Go-To card and feel that they should be able to receive one free of charge.

- *"For [school], you have to live a mile away from [school] can only get a pass, but some students who are almost a mile can't get it and don't have other options."*

The Go-To cards are used for more than just commuting to and from school by high school students, which caregivers and students have mentioned as an overall positive effect on their life.

- *"In 11/12th grade she took the city bus and was able to use the card to go to the mall, her job, be more independent."*
- *"At least for HS it gives them independence, lets them be with their friends, get out a little more, go shopping or go to the zoo they have the option to do that on the weekend. The metro pass helps them do whatever they want to do in their lifetime. I wish they had it when I was back in high school."*

Access & Reliability: Unreliable Transportation

CAREGIVERS

In focus groups and open-ended responses of the survey, caregivers mentioned delays in bussing - yellow bussing, Metro Transit, and SPED bussing - as an issue that affected them frequently.

- *"Our bus is either 1 hour late dropping off our kids in the afternoon or it doesn't show up 50% of the time with zero communication."*
- *"For her to take the city bus, they really did not give us information that the school buses were going to be late during winter. So during winter they didn't tell us there was going to be a delay, and then that causes students to be late. The city bus gets there whenever they can get there."*

Some caregivers have been so affected by the unreliability of school transit that they've either opted-out of MPS-provided transportation or considered leaving the school system altogether. This, of course, depends on the privilege of a family to be able to do so.

- *"Before 2012, our high school kids had yellow buses but after that, MPS replaced it with Metro Transit and now no busses come pick them up. If MPS wants to know why our Hmong kids leave the district, our Hmong parents/families are quiet and don't make a fuss but it did impact them in deciding to leave the district to go somewhere else more convenient for them."*
- *"I want to reduce factors that would impede on my child's ability to be at school on time. I want my child's transportation to and from school to be reliable. I don't want my children standing and waiting on cold days for delayed buses. And I want to reduce my child's exposure to bullying and other undesirable behaviors. I don't [know] what the school district's standards are regarding hiring bus drivers."*
- *"We gave up on the bus after our issues and now take our kids directly to school."*

SCHOOL TRANSPORTATION COORDINATORS

School staff have heard from families leaving MPS because of the ongoing issues with transportation that they've faced.

- *"Kids are leaving this district because of transportation, because we cannot get them in the building…and that is so basic."*
- *"We can't talk about anything else in education until we get kids to school. There's nothing else that can happen until we can get them here. This is a crisis that's happening because our kids can't even get in the building and no one is acknowledging it as such."*
- *"Lost students to Charter schools due to not getting a yellow bus."*
- *"Some students who do not get a yellow school bus service decide to go to charter or private school."*
- *"In [another city], several new families are being offered closer stops to their house so they switched over to [that] district."*
- *"Parents have withdrawn students from our program bc of transportation issues."*

School Transportation Coordinators have noticed the effects of unreliable transportation on families, especially around its impact on caregivers' jobs and students' success in school.

- *"One thing for us as elementary is how transportation issues are impacting parent's ability to get to work, especially when transportation is not reliable."*
- *"At my building, there's students who miss school for 6 weeks because their parents don't have ability to figure it out, and these are the most vulnerable students."*
- *The impact is missing school, missing credits… for 9th graders, they're missing orientation when they're new to school."*

Access & Reliability: Eligibility Constraints

STUDENTS

Middle and high school students frequently mentioned the unreliability of their bus's timeliness and the impact it has on their experiences with school.

When asked about reliability of their bus in a survey:

- For high school and middle school students that take the yellow bus, 76% of students reported that the yellow bus shows up on time to school in the morning, in general.
- For students who take metro transit, only about 65% reported that the bus showed up to school on time in general.

When asked *"what happens if you're late because of the bus,"* **a focus group student said,** *"you usually just have to sign in. Sometimes you get marked tardy. You miss instructions and don't know what to do."* **This theme resurfaced many times in conversations about the unreliability of transit.**

- *"Getting to school on time is a big issue- I take zero hour and teacher is lenient about being late, but some kids will come in late a lot because they couldn't get there on time or bus was late."*
- *"Affects my attendance at school. In my first class, we do warm up activity and it affects my grades, so I have to get to school 30 minutes early so I don't affect my grades. I am leaving almost hour early."*

Systemic Explanations of the Current State of Unreliable Transportation

A major limiting factor to providing reliable transportation services to students is the availability of resources, including funding and drivers. A reality that MPS has to contend with is balancing providing the best services for students with the limited resources available to them. This means the Transportation Department cannot meet the needs or desires of all community members, such as providing yellow bus service for high school students in place of (or in addition to) Metro Transit Go-To cards or providing a bus aide on all vehicles, because they are not financially feasible. These financial limitations are then exacerbated by the shortage of highly-experienced bus drivers due to the nationwide shortage and turnover in the role, leading to the need for hiring newer, less experienced drivers who may not be familiar with the role of driving a yellow school bus while meeting student supports/needs.

Finances. Technology is a costly expense, and the Transportation Department has been unable to purchase a better GPS system with enhanced family-facing communication without additional funds. There is existing technology that could address many of the issues with communication that schools and families face, but it would require an overhaul of the current system. Additionally, MPS has not been able to compete with the hourly bus driver pay that contractors are able to offer. While MPS has been able to offer additional benefits, contractors are still able to offer higher hourly pay, which has led to more drivers applying for positions outside of the district.

Delays on Buses. During the first three months of the 2023-2024 school year, 15% of SPED bus runs with GPS ran late, compared to 10% of general education buses' runs. This aligns with the responses of the caregiver survey where 24% of respondents whose children receive special education services mentioned delayed buses in their open-ended responses (compared to 8-12% of all other respondents). These delays can result from particular requirements of SPED bussing since special education students have custodial transfers policies and often cannot be dropped off without a caregiver present.

Summarizing the difficulties particular families face, one school transportation coordinator stated, *"HHM and SPED families struggle the most. Those who don't own a vehicle, those with no flexibility in work environments, students who have can't be left alone in their house to wait for a bus when it's late. Students/families who are English language learners are struggling and hugely multiplied."*

There were also some regional differences in families' perceptions of transit timeliness. In the caregiver and student surveys, 15% of respondents from Northeast additionally mentioned a delay in bussing in their open-ended responses. In response to surveys, middle and high school students who ride the yellow bus to school in North Minneapolis (62%) reported experiencing delays more than those in Northeast (91%), Southwest (71%), and South/Southeast (70%). For students that take the Metro Transit to school, those who attend school in Northeast (50%) and South/Southeast (65%) report experiencing delays more often. Students of color also reported experiencing delays on both the yellow bus (62%) and metro transit (61%) more often than white students (79% yellow bus, 72% metro transit).

Recommendations

Transportation Equity and Diversity Impact Assessment Recommendations:

Letter from EDIA Committee

Dear Minneapolis Public Schools Board of Education Directors,

This letter includes a set of recommendations created by the Equity and Diversity Impact Assessment (EDIA) Committee. The recommendations were informed by the lived experiences of MPS stakeholders that support and are impacted by the MPS transportation system. The EDIA Committee members consist of MPS parents, students, staff, and partners from community and higher education organizations in Minneapolis. The mission of the EDIA Committee is to support and advocate for students and families by identifying and addressing racial, cultural and socio-economic disparities in district policies and practices. The purpose of the EDIA Committee is to partner with Minneapolis Public Schools (MPS) to serve as advocates on behalf of the community to hold MPS accountable for identifying and examining inequities, with emphasis on, but not limited to, racial and cultural inequities, districtwide, in MPS policies, practices, programs, and budgets that significantly impact student learning and resource allocation.

Our recommendations address the need to identify and repair inequities and injustices in the MPS transportation system, informed by the lived experiences of stakeholders. We believe the issues surrounding the MPS transportation system lead to inequities in which students are able to reliably get to school, attend field trips, and participate in summer and afterschool personal and academic enrichment opportunities. This disproportionately affects families of color, and students and families that do not have the resources to get to school when transportation is not available, safe, and reliable. Therefore, it is critical that MPS first acknowledge the resulting inequities and harm that has been experienced by families due to the various barriers in the transportation system, and then put in place actions that reduce the barriers that families and stakeholders experience.

Before reading the recommendations, we want to share some points to consider:

1. When we say *school-based staff,* we mean both school transportation coordinators during the regular school day, and any staff that requests and coordinates transportation outside of the regular school day.
2. When we say *MPS,* we mean any members of the MPS community who are relevant stakeholders for each recommendation.
3. We value the voices of our students and suggest that the Transportation Department partner with MPS Student Leadership when implementing an action plan to ensure a more effective and equitable rollout.
4. We would like to acknowledge that a bus driver's job is specialized and quite often difficult. It takes time and skill to become a professional bus driver, and historically the position has not paid as much as it deserves. Bus drivers are indispensable, and the driver shortage further emphasizes their importance.
5. Although the recommendations are segmented into different sections, we believe that there are aspects around accessibility for non-English speakers, anti-bias training, communication protocols, safety, and accountability that apply to all aspects of the transportation process.
6. We recognize that MPS is challenged by budget shortfalls and a lot of the following recommendations require additional funding and/or resources, but investing in comprehensive and equitable transportation services is crucial to supporting and retaining our students and families.

Recommendations: Letter from EDIA Committee

FINAL RECOMMENDATIONS

In order to provide recommendations to the Board of Education to address the inequities experienced by Black, Indigenous, People of Color (BIPOC) families in the transportation system; and through the evaluation of existing policy, practices, and feedback from stakeholders, the EDIA Committee has identified five sub-categories of concern to be addressed:

- Communication
- Technology and Software
- Safety and Climate
- Staffing
- Access and Eligibility

Communication:

1. The Transportation Department should create a plan that addresses communication barriers and streamlines communication from the Transportation Department to schools and families.
    A. We recommend using the assistance of reliable technology to communicate *clearly* and in *a timely manner* to parents and students when changes occur. The communication to families and students should be available in *all languages*, in addition to the required languages that MPS Communications use (English, Spanish, Somali, and Hmong).
    B. School Transportation Coordinators should receive training and ongoing support directly from the Transportation Department staff. These training topics should include how to help families sign up for transportation throughout the year and how to best communicate transportation changes to families. The suggested training timeline would be at the beginning of the school year, a mid-school-year check-in (to problem solve and troubleshoot how the year has gone so far), and at the end of the school year in preparation for the following school year.
    C. The Transportation Department needs a better system for communicating transportation updates to middle school and high school students, including transportation changes and delays. Relying on parents and caregivers to provide students with updates is not always reliable, and older students need to have the ability to receive these updates themselves. We recommend researching other models from other districts or community services that communicate with caregivers *and* students about transportation status (e.g., Project Success).
2. The Transportation Department needs to provide support around signing up for and communicating transportation to immigrant, new-to-country, and non-English speaking families.
    A. There needs to be a plan for how to support school staff that need to communicate transportation processes to families who are new to the country or who need language support. This includes language support for family-facing technology, such as Infinite Campus and the Here Comes the Bus application.
    B. Bus drivers, both MPS employees and contracted drivers, who are trying to communicate with caregivers should also be given the tools to communicate across languages (translation application, training around how to call in the interpretation line, etc.).

Recommendations: Letter from EDIA Committee

Technology and Software:

1. The Transportation Department should replace Synovia and the Here Comes the Bus application with technology that both accurately tracks GPS and can notify the Transportation Department and school-based staff proactively when buses are delayed. Any selected vendor should be able to accommodate any language or accessibility needs of our district.
2. MPS should put in place a system for tracking students on yellow buses, Special Education buses, and MPS-provided taxis/passenger vans. We recommend either using an online system for taking attendance for when students get on the bus that the Transportation Department and school-based staff can access in real time, or purchasing a card scanning system that can scan students on and off of the bus.
3. The Transportation Department should have a system that ensures GPS is always installed and working on yellow buses, Special Education buses, and MPS-provided taxi/passenger vans. A system needs to be put in place to ensure that contracted companies are ensuring accurate installment and updates of GPS on buses. This includes transportation used for students outside of the normal school hours (e.g., field trips, afterschool programming, athletic trips etc.)
4. Requests and confirmations need to be more streamlined for athletic trip requests. We recommend purchasing this feature of the rSchool software that athletic directors already use to request transportation.

Recommendations: Letter from EDIA Committee

Safety and Climate:

1. The Transportation Department must develop a safety protocol for bus drivers to follow in regards to the age of students and dropping them off at bus stops without an adult present. Bus aides could assist in ensuring this protocol is enforced. The Transportation Department leadership needs to also enforce this protocol and have a plan to follow-up with families when an issue or concern arises.
2. MPS needs to develop a system of accountability for drivers, schools, and the Transportation Department to report and follow up with impacted stakeholders of incidents that occur around MPS transportation and Metro Transit involving students. If incidents involve student behavior and discipline, the system should be proactive at addressing behavior issues early on before a student's transportation privileges are revoked.
    A. The system of accountability should be developed in partnership with appropriate stakeholders, which needs to include students and caregivers.
    B. MPS needs to clarify responsibilities in this process so there is clear guidance on who should handle which part of a behavior report and follow-up.
    C. Transportation Department leadership needs to develop a communication plan for resolving and communicating issues with those involved. This includes training drivers, school staff, and Transportation Department staff around the communication protocols for communicating reports as well as the resolutions.
3. Given families' experiences with delays in incident reporting and follow-up, Transportation Department leadership should create alternate reporting systems outside of calling the District Communication Center (DCC) for parents and drivers, such as an online form or embedded into an already existing platform. Leadership needs to create a plan to address reports made by families and drivers that include responding to issues and communicating resolutions.
4. MPS needs to strengthen their partnership with Metro Transit to add more student-focused services, such as buses used only for students or increasing dedicated stops for students to increase safety. We also suggest providing families and schools with resources and support to request different bussing options for areas with the most safety concerns, such as door-to-door services or Metro Transit Micro Busses.
5. MPS should consider adding safety measures to MPS Yellow buses, such as seatbelts for younger students, and re-examine the considerations of having three students to a seat to reduce overcrowding and students sitting in the aisles.
6. The Transportation Department needs to provide mandatory bus safety training for schools and students, both around safety and bullying/harassment. This should include what to do when a student has an unsafe encounter with other students and others in the community walking to school, on bus stops, and on the Metro Transit.
    A. The Transportation Department should consider ways to involve the MPS caregiver community in supporting safety and bus climate concerns, such as having caregiver volunteers to ride on buses or as bus stop attendants. There also could be support through caregiver groups to work with the Transportation Department on ways to improve safety and climate on buses.
7. Families of color reported various issues around interactions with their regular drivers, substitute drivers, and DCC staff, ranging from miscommunications to racial and socioeconomic prejudice and discrimination towards either themselves or their students. MPS and the Transportation Department need to provide ongoing, mandatory professional development for relevant staff that addresses bias and provides them with a Social Emotional Learning foundation that they can use to better support students and families. "Relevant staff" includes regularly-employed and substitute bus drivers, bus aides, DCC staff, School Transportation Coordinators, and any other staff who support the transportation process.

Recommendations: Letter from EDIA Committee

Staffing:

1. The Transportation Department should increase the amount of staff in the DCC that can handle the phone lines during the busiest times for transportation issues.
2. MPS should hire more staff of color and bilingual staff to work for the DCC, the transportation dispatch line that schools and families call for transportation issues and questions. There also needs to be more reliable language support for families that call in about a transportation issue.
3. MPS should allocate increased dedicated funds or Full-Time Equivalent (FTE) staff to the School Transportation Coordinator position so that they can provide the support that is needed for the role.
    A. MPS should ensure that there is a detailed process and funds allocated for school staff to oversee field trip requests and other outside-of-school time transportation requests.
4. MPS and the Transportation Department need to assign bus aides to yellow buses in addition to the Special Education buses, especially on buses with higher behavior concerns and reported incidents. Bus aides should be involved in reporting and supporting the resolution of behavior issues on the bus in partnership with the driver, school staff, and Transportation Department.
    A. The Transportation Department needs to come up with a plan to try new ways of recruiting bus aides in addition to increasing their pay, such as recruiting school staff, reaching out to retired citizens, partnering with community organizations, etc.
5. The Transportation Department should reexamine the bus drivers' union contract that allows them to bid for routes based on seniority. Although there are benefits to students and families when drivers bid to keep the same routes in order to continue relationships and rapport with schools and families, there are also inequities in more senior drivers choosing routes in specific areas of Minneapolis, such as South Minneapolis, and avoiding driving in what some deem as "more difficult areas of Minneapolis", such as North Minneapolis.
    A. If the contract cannot be renegotiated to include a different route bidding system, there needs to be more training and a shift to equity mindsets when assigning and selecting routes in areas that drivers see as less desirable. This will require the leadership in the Transportation Department to increase support for drivers in areas that are least likely for drivers to bid on because of student and parent incidents.
    B. The Transportation Department should consider creating more efficient or desirable runs and routes in areas that senior drivers consider less desirable to incentivize drivers to select those routes.
6. The Transportation Department should partner with appropriate stakeholders and strategize on how to recruit and retain MPS drivers, which should include increasing pay and benefits.
    A. Similar to the "Grow Your Own Pathway" program for MPS graduates or community members of color to become teachers that came out of the *Human Resources EDIA,* this could include partnering with relevant state agencies to create a pathway for students to remove the barriers for future employment in the transportation industry.
7. The Transportation Department should prioritize assigning drivers to routes that are in their own neighborhoods or where they already live as they are already a community member with the families in which they transport.
8. MPS should conduct a cost-benefit analysis around schools having and storing their own buses or passenger vans for school-sponsored activities that occur outside of the regular school day. They should also look into how MPS can partner with external organizations to support outside of school time transportation.

Recommendations: Letter from EDIA Committee

Access and Eligibility

1. The Transportation Department should expand access to Metro Transit Go-To cards to all high school students so that it provides all students with the opportunity to use a Metro Go-To card to both get to school and go to other outside-of-school opportunities, such as after school programming, community events, and work.
    A. MPS should also consider allowing high school students to keep their access to Metro Transit Go-To cards in the summer so that they do not have to keep renewing them each academic year, and can continue to use them for work and other outside-of-school activities during the summer break.
    B. The Transportation Department should reexamine the Metro Go-To card policies and why some eligible high school students are not receiving them. The Transportation Department should create a plan in partnership with related school-based staff to address this issue of students not receiving Go-To cards that are eligible.
2. The Transportation Department should reexamine the distance that high school and middle school students are in the walk zone and that have to walk to Metro Transit stops. They should consider adding closer Metro Transit stops and shortening the walking distance requirement, as 2 miles is a long way for students to walk, especially in less safe areas.
3. To reduce opportunity gaps for additional educational and personal enrichment, the Transportation Department should offer transportation services to students in afterschool programming or other outside of school activities that contribute to their education (e.g., Postsecondary Enrollment Options Program). For athletics, this should also include practice and competition transportation for specialty schools involved in athletic co-ops with host schools.

In Solidarity,
EDIA Committee
Becky Evan, Farhiya Mohamed, Jesus Carvajal Moran, Kate Goodman, Lisa Dornacker, Lynne Crockett, Rebecca Slaby, Rodolfo Gutierrez, and Ruby Davies-Larson

Appendix

Overview of How Demographics are Reported

In this report, demographics (race/ethnicity and gender) are aggregated at narrow levels in order to maintain confidentiality of those who provided feedback, either through surveys or focus groups. The race/ethnicity groups reported in this report are based on the federal categories provided by The Office of Management and Budget (OMB). Due to a very low sample of Caregivers and Students who responded to the survey and self-identified as Native Hawaiian or Other Pacific Islander, this data was removed from the disaggregated data presented to protect confidentiality but are included in the aggregate data throughout.

Figure 2. Caregivers' survey response to the question, "Do you have the option to have your children use MPS Transportation (yellow buses, Metro Transit pass, special education buses, or taxi service)?"

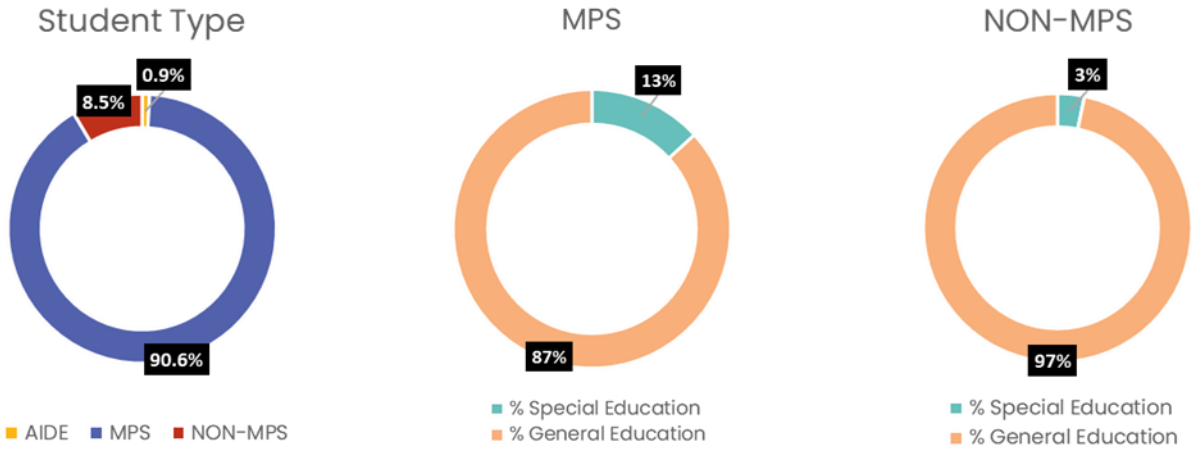


Figure 3. Caregivers' survey response to the question, "Do you have the option to have your children use MPS Transportation (yellow buses, Metro Transit pass, special education buses, or taxi service)?"

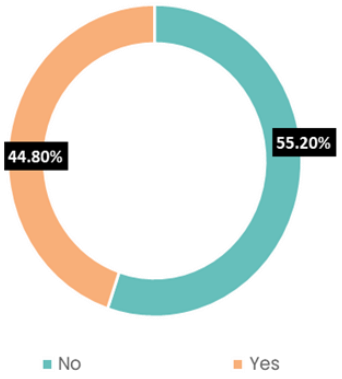


Table 6. Caregiver Survey—Type of Transit

	Percent who Agree or Strongly Agree		
Statement	**Yellow Bus**	**Metro Transit**	**SPED Bus**
In general, my children are safe waiting at their bus stop.	89%	34%	85%
My children's bus stop is a reasonable distance for them to walk to.	86%	65%	92%
In general, my children are safe riding on the bus.	85%	57%	88%
In general, my children have a positive experience on the bus.	73%	61%	86%
The length of time that my children are on the bus is reasonable.	84%	67%	89%
The bus driver is respectful to my children.	90%	90%	92%
The bus driver is respectful to other students on the bus.	89%	86%	91%
The bus driver is respectful to me.	96%	83%	88%
My children's bus is usually on time.	69%	69%	62%
When the bus is delayed, it is communicated to me quickly.	28%		29%
I have never had to worry about where my children were located when they were riding the bus.	51%	45%	54%
Total Respondents*	***n* = 517 - 778**	***n* = 40 –116**	***n* = 57 - 74**

Caregivers' responses to statements about their children's experiences getting to/from school using MPS Transportation, disaggregated by the type of MPS transportation their children use. Caregivers who indicated their students used Type III services (taxi or passenger vehicle) are not reported in this table due to low sample size.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Table 7. Caregiver Survey— Yellow Bus & Area of Minneapolis

	Percent who Agree or Strongly Agree			
Statement	**North**	**Northeast**	**South / Southeast**	**Southwest**
In general, my children are safe waiting at their bus stop.	81% (88)	88% (52)	91% (371)	93% (123)
My children's bus stop is a reasonable distance for them to walk to.	73% (82)	80% (47)	88% (363)	94% (124)
In general, my children are safe riding on the bus.	72% (76)	81% (43)	87% (342)	85% (104)
In general, my children have a positive experience on the bus.	65% (69)	76% (44)	72% (292)	81% (104)
The length of time that my children are on the bus is reasonable.	83% (90)	78% (47)	84% (341)	89% (117)
The bus driver is respectful to my children.	80% (74)	96% (53)	90% (288)	94% (95)
The bus driver is respectful to other students on the bus.	78% (62)	96% (46)	91% (239)	89% (78)
The bus driver is respectful to me.	92% (77)	94% (48)	96% (272)	99% (89)
My children's bus is usually on time.	64% (69)	73% (43)	71% (287)	72% (93)
When the bus is delayed, it is communicated to me quickly.	23% (23)	31% (16)	28% (102)	33% (38)
I have never had to worry about where my children were located when they were riding the bus.	49% (52)	40% (23)	51% (205)	56% (70)
Total Respondents*	***n* = 79—112**	***n* = 48—60**	***n* = 264—411**	***n* = 88—132**

Caregivers' responses to statements about their children's experiences getting to/from school on a yellow bus, disaggregated by Area of Minneapolis that they live in.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Table 8. Caregiver Survey— Metro Transit & Area of Minneapolis

	Percent who Agree or Strongly Agree			
Statement	**North**	**Northeast**	**South / Southeast**	**Southwest**
In general, my children are safe waiting at their bus stop.	27% (4)	80% (8)	64% (32)	80% (16)
My children's bus stop is a reasonable distance for them to walk to.	38% (6)	91% (10)	59% (32)	81% (17)
In general, my children are safe riding on the bus.	33% (5)	67% (6)	55% (28)	84% (16)
In general, my children have a positive experience on the bus.	44% (7)	73% (8)	60% (30)	70% (14)
The length of time that my children are on the bus is reasonable.	62% (10)	73% (8)	64% (34)	60% (12)
The bus driver is respectful to my children.	78% (7)	100% (7)	90% (27)	92% (11)
The bus driver is respectful to other students on the bus.	60% (6)	100% (7)	86% (24)	100% (10)
The bus driver is respectful to me.	67% (4)	100% (6)	79% (11)	86% (6)
My children's bus is usually on time.	46% (6)	70% (7)	69% (34)	70% (14)
I have never had to worry about where my children were located when they were riding the bus.	12% (2)	64% (7)	38% (20)	71% (15)
Total Respondents*	***n* = 6—16**	***n* = 6—11**	***n* = 14—54**	***n* = 7—21**

Caregivers' responses to statements about their children's experiences getting to/from school using Metro Transit, disaggregated by Area of Minneapolis that they live in.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Table 9. Caregiver Survey— Special Education Bus & Area of Minneapolis

	Percent who Agree or Strongly Agree			
Statement	**North**	**Northeast**	**South / Southeast**	**Southwest**
In general, my children are safe waiting at their bus stop.	93% (14)	90% (9)	83% (24)	88% (7)
My children's bus stop is a reasonable distance for them to walk to.	87% (13)	100% (8)	90% (26)	88% (7)
In general, my children are safe riding on the bus.	93% (14)	100% (9)	85% (23)	88% (7)
In general, my children have a positive experience on the bus.	94% (15)	67% (6)	86% (24)	100% (8)
The length of time that my children are on the bus is reasonable.	100% (15)	100% (9)	86% (24)	88% (7)
The bus driver is respectful to my children.	92% (12)	100% (8)	88% (23)	100% (7)
The bus driver is respectful to other students on the bus.	100% (11)	100% (6)	88% (22)	100% (5)
The bus driver is respectful to me.	93% (14)	100% (9)	83% (20)	88% (7)
My children's bus is usually on time.	81% (13)	67% (6)	50% (14)	62% (5)
When the bus is delayed, it is communicated to me quickly.	36% (5)	0% (0)	31% (8)	50% (3)
I have never had to worry about where my children were located when they were riding the bus.	67% (10)	30% (3)	61% (17)	50% (4)
Total Respondents*	***n* = 11—16**	***n* = 6—10**	***n* = 24—29**	***n* = 5—8**

Caregivers' responses to statements about their children's experiences getting to/from school on a Special Education bus, disaggregated by Area of Minneapolis that they live in.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Table 10. Caregiver Survey— Race / Ethnicity

	Percent who Agree or Strongly Agree				
Statement	**African American or Black**	**American Indian or Alaskan Native**	**Asian**	**Latin American or Latino/a/x**	**White**
It is easy to make transportation requests for my children.	43% (56)	27% (8)	52% (21)	64% (70)	42% (284)
It is easy for my child to use the Metro Transit passes.	24% (31)	17% (5)	8% (3)	17% (18)	12% (83)
I know who to contact to get more information about transportation.	60% (78)	52% (14)	52% (21)	58% (62)	51% (342)
I know who to contact when an issue around transportation occurs	60% (78)	43% (13)	52% (21)	64% (68)	43% (285)
MPS cares about my children's safety getting to/from school.	58% (75)	47% (14)	60% (24)	80% (86)	73% (484)
MPS meets our family's needs for transportation getting to/from school.	53% (69)	43% (13)	70% (28)	74% (80)	64% (424)
Total Respondents*	***n* = 127—130**	***n* = 27—30**	***n* = 40**	***n* = 106—109**	***n* = 665—669**

Caregivers' responses to statements about their experiences with MPS transportation, disaggregated by caregivers' self-identified race/ethnicity.

*This indicates the range of respondents to each question and excludes respondents who indicated "Not Applicable".

Table 11. Caregiver Survey— Yellow Bus & Race / Ethnicity

	Percent who Agree or Strongly Agree				
Statement	**African American or Black**	**American Indian or Alaskan Native**	**Asian**	**Latin American or Latino/a/x**	**White**
In general, my children are safe waiting at their bus stop.	86% (69)	69% (11)	84% (27)	85% (75)	93% (443)
My children's bus stop is a reasonable distance for them to walk to.	79% (64)	56% (9)	85% (29)	84% (76)	91% (431)
In general, my children are safe riding on the bus.	79% (59)	56% (9)	81% (26)	85% (71)	87% (388)
In general, my children have a positive experience on the bus.	67% (53)	47% (7)	59% (19)	77% (64)	76% (356)
The length of time that my children are on the bus is reasonable.	73% (58)	62% (10)	91% (30)	87% (76)	87% (409)
The bus driver is respectful to my children.	75% (50)	71% (5)	88% (21)	92% (72)	91% (339)
The bus driver is respectful to other students on the bus.	75% (39)	75% (3)	88% (15)	93% (65)	90% (281)
The bus driver is respectful to me.	85% (50)	100% (7)	100% (27)	97% (75)	97% (310)
My children's bus is usually on time.	55% (43)	40% (6)	58% (19)	75% (66)	75% (356)
When the bus is delayed, it is communicated to me quickly.	25% (18)	13% (2)	17% (5)	37% (28)	31% (129)
I have never had to worry about where my children were located when they were riding the bus.	46% (36)	29% (4)	39% (12)	69% (58)	50% (232)
Total Respondents*	***n* = 52-80**	***n* = 4-16**	***n* = 17-34**	***n* = 70-91**	***n* = 313-476**

Caregivers' responses to statements about their children's experiences getting to/from school on the yellow bus, disaggregated by caregivers' self-identified race/ethnicity.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Table 12. Caregiver Survey— Metro Transit & Race / Ethnicity

	Percent who Agree or Strongly Agree				
Statement	**African American or Black**	**American Indian or Alaskan Native**	**Asian**	**Latin American or Latino/a/x**	**White**
In general, my children are safe waiting at their bus stop.	38% (9)	33% (1)	0% (0)	86% (6)	81% (46)
My children's bus stop is a reasonable distance for them to walk to.	48% (12)	67% (2)	33% (1)	62% (5)	76% (45)
In general, my children are safe riding on the bus.	33% (8)	0% (0)	0% (0)	50% (4)	79% (44)
In general, my children have a positive experience on the bus.	46% (11)	33% (1)	0% (0)	75% (6)	79% (45)
The length of time that my children are on the bus is reasonable.	64% (16)	0% (0)	0% (0)	75% (6)	75% (44)
The bus driver is respectful to my children.	77% (10)	100% (1)	33% (1)	100% (5)	100% (37)
The bus driver is respectful to other students on the bus.	62% (8)	100% (1)	67% (2)	100% (5)	100% (31)
The bus driver is respectful to me.	78% (7)	100% (1)	50% (1)	80% (4)	95% (18)
My children's bus is usually on time.	64% (14)	0% (0)	0% (0)	71% (5)	80% (43)
I have never had to worry about where my children were located when they were riding the bus.	20% (5)	0% (0)	0% (0)	62% (5)	65% (37)
Total Respondents*	***n* = 9-25**	***n* = 1-3**	***n* = 2-3**	***n* = 5-8**	***n* = 19-59**

Caregivers' responses to statements about their children's experiences getting to/from school using Metro Transit, disaggregated by caregivers' self-identified race/ethnicity.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Table 13. Student Survey— Yellow Bus & Area of Minneapolis

	Percent who Agree or Strongly Agree			
Statement	**North**	**Northeast**	**South /Southeast**	**Southwest**
In general, I feel safe waiting at my bus stop	86% (18)	100% (10)	87% (47)	88% (15)
The distance that I walk to my bus stop is not too far.	77% (17)	70% (7)	85% (44)	76% (13)
In general, I feel safe riding on my bus.	50% (9)	56% (5)	82% (40)	94% (15)
In general, I feel that I have a positive experience on my bus.	53% (9)	50% (5)	58% (28)	75% (12)
Other students on the bus are respectful to me.	58% (11)	55% (6)	65% (35)	81% (13)
Other students on the bus are respectful to each other.	17% (3)	22% (2)	31% (17)	38% (6)
Other students on the bus are respectful to the bus driver.	50% (10)	64% (7)	61% (31)	69% (11)
Other adults that ride my bus are respectful to me.	75% (15)			
Other adults that ride my bus are respectful to other students.	94% (17)			
The time that I spend riding my bus is not too long.	70% (14)	73% (8)	75% (42)	100% (16)
I feel that my bus driver is respectful to me.	82% (14)	100% (11)	88% (46)	88% (15)
I feel that my bus driver is respectful to other students on the bus	62% (13)	100% (11)	90% (45)	94% (16)
I feel that my bus driver is respectful to my parents/guardians.	75% (15)	100% (9)	100% (36)	93% (14)
My bus is usually on time to school.	77% (17)	91% (10)	70% (37)	71% (12)
My bus is usually on time to drop me off at home.	86% (18)	100% (11)	83% (45)	75% (12)
If something bad were to happen to me while riding the bus, there is a grown up at my school I can talk to about it.	77% (17)	78% (7)	90% (43)	88% (14)
Total Respondents*	***n* = 17—22**	***n* = 9—11**	***n* = 36—56**	***n* = 15—16**

Students' responses to statements about their experience getting to/from school on the yellow bus, disaggregated by Area of Minneapolis that they live in.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Table 14. Student Survey— Metro Transit & Area of Minneapolis

	Percent who Agree or Strongly Agree			
Statement	**North**	**Northeast**	**South /Southeast**	**Southwest**
In general, I feel safe waiting at my bus stop	69% (18)	100% (4)	80% (53)	81% (17)
The distance that I walk to my bus stop is not too far.	79% (22)	100% (5)	80% (56)	90% (19)
In general, I feel safe riding on my bus.	82% (23)	75% (3)	74% (49)	81% (17)
In general, I feel that I have a positive experience on my bus.	77% (20)	100% (4)	70% (45)	85% (17)
Other students on the bus are respectful to me.	88% (21)	100% (5)	92% (57)	100% (21)
Other students on the bus are respectful to each other.	67% (14)	100% (3)	80% (49)	90% (18)
Other students on the bus are respectful to the bus driver.	86% (19)	100% (4)	87% (53)	89% (17)
Other adults that ride my bus are respectful to me.	92% (23)	60% (3)	87% (54)	80% (16)
Other adults that ride my bus are respectful to other students.	83% (20)	75% (3)	89% (48)	78% (14)
The time that I spend riding my bus is not too long.	60% (15)	100% (5)	68% (47)	85% (17)
I feel that my bus driver is respectful to me.	96% (27)	100% (5)	97% (64)	86% (18)
I feel that my bus driver is respectful to other students on the bus	100% (25)	100% (5)	97% (60)	90% (19)
I feel that my bus driver is respectful to my parents/guardians.	100% (16)	100% (1)	100% (37)	100% (11)
My bus is usually on time to school.	73% (16)	50% (2)	65% (40)	75% (15)
If something bad were to happen to me while riding the bus, there is a grown up at my school I can talk to about it.	68% (13)	75% (3)	79% (48)	88% (15)
Total Respondents*	***n* = 16-28**	***n* = 1-5**	***n* = 37-70**	***n* = 11-21**

Students' responses to statements about their experience getting to/from school using Metro Transit, disaggregated by Area of Minneapolis that they live in.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Table 15. Student Survey— Yellow Bus & Race / Ethnicity

	Percent who Agree or Strongly Agree				
Statement	**African American or Black**	**American Indian or Alaskan Native**	**Asian**	**Latin American or Latino/a/x**	**White**
In general, I feel safe waiting at my bus stop	87% (27)	80% (4)	100% (8)	83% (19)	94% (76)
The distance that I walk to my bus stop is not too far.	80% (24)	100% (3)	75% (6)	77% (17)	85% (66)
In general, I feel safe riding on my bus.	72% (18)	100% (4)	62% (5)	74% (17)	83% (62)
In general, I feel that I have a positive experience on my bus.	65% (15)	100% (3)	50% (4)	57% (12)	63% (48)
Other students on the bus are respectful to me.	67% (18)	60% (3)	86% (6)	57% (12)	69% (54)
Other students on the bus are respectful to each other.	37% (11)	50% (2)	25% (2)	29% (6)	28% (21)
Other students on the bus are respectful to the bus driver.	62% (18)	50% (2)	38% (3)	41% (9)	64% (48)
The time that I spend riding my bus is not too long.	70% (21)	50% (2)	88% (7)	71% (17)	79% (65)
I feel that my bus driver is respectful to me.	90% (26)	80% (4)	100% (8)	95% (21)	93% (71)
I feel that my bus driver is respectful to other students on the bus	76% (22)	80% (4)	100% (7)	90% (19)	95% (70)
I feel that my bus driver is respectful to my parents/ guardians.	92% (24)	100% (4)	75% (3)	94% (17)	98% (55)
My bus is usually on time to school.	71% (22)	50% (2)	62% (5)	50% (11)	79% (64)
My bus is usually on time to drop me off at home.	83% (24)	100% (3)	88% (7)	86% (18)	82% (65)
If something bad were to happen to me while riding the bus, there is a grown up at my school I can talk to about it.	76% (22)	100% (3)	100% (8)	95% (20)	90% (61)
Total Respondents*	***n* = 23-31**	***n* = 3-5**	***n* = 4-8**	***n* = 18-24**	***n* = 56-82**

Students' responses to statements about their experience getting to/from school on the yellow bus, disaggregated by their self-identified race/ ethnicity.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Table 16. Student Survey— Metro Transit & Race / Ethnicity

	Percent who Agree or Strongly Agree				
Statement	**African American or Black**	**American Indian or Alaskan Native**	**Asian**	**Latin American or Latino/a/x**	**White**
In general, I feel safe waiting at my bus stop	74% (23)	50% (1)	80% (12)	64% (18)	86% (66)
The distance that I walk to my bus stop is not too far.	68% (23)	100% (3)	94% (16)	93% (25)	82% (69)
In general, I feel safe riding on my bus.	73% (24)	33% (1)	75% (12)	68% (19)	77% (61)
In general, I feel that I have a positive experience on my bus.	69% (22)	67% (2)	93% (14)	68% (17)	74% (58)
Other students on the bus are respectful to me.	94% (29)	100% (3)	93% (14)	85% (22)	91% (73)
Other students on the bus are respectful to each other.	68% (21)	100% (2)	100% (11)	62% (16)	87% (65)
Other students on the bus are respectful to the bus driver.	72% (21)	100% (3)	73% (11)	83% (20)	91% (69)
Other adults that ride my bus are respectful to me.	87% (27)	0% (0)	88% (15)	83% (20)	87% (68)
Other adults that ride my bus are respectful to other students.	89% (24)	50% (1)	80% (12)	83% (20)	87% (60)
The time that I spend riding my bus is not too long.	56% (19)	100% (2)	88% (15)	62% (15)	75% (61)
I feel that my bus driver is respectful to me.	91% (30)	100% (2)	88% (14)	92% (24)	98% (78)
I feel that my bus driver is respectful to other students on the bus	90% (27)	100% (2)	93% (14)	92% (22)	97% (76)
I feel that my bus driver is respectful to my parents/ guardians.	100% (15)	100% (2)	100% (9)	100% (14)	100% (42)
My bus is usually on time to school.	50% (15)	50% (1)	64% (9)	71% (17)	72% (56)
If something bad were to happen to me while riding the bus, there is a grown up at my school I can talk to about it.	73% (19)	100% (3)	69% (9)	77% (17)	85% (63)
Total Respondents*	***n* = 15-34**	***n* = 1-3**	***n* = 9-17**	***n* = 14-28**	***n* = 42-84**

Students' responses to statements about their experience getting to/from school using Metro Transit, disaggregated by their self-identified race/ ethnicity.

*This indicates the range of respondents to each question and excludes respondents who indicated "I don't know".

Figure 4. Bus Driver Survey—Ratings on MPS Supports

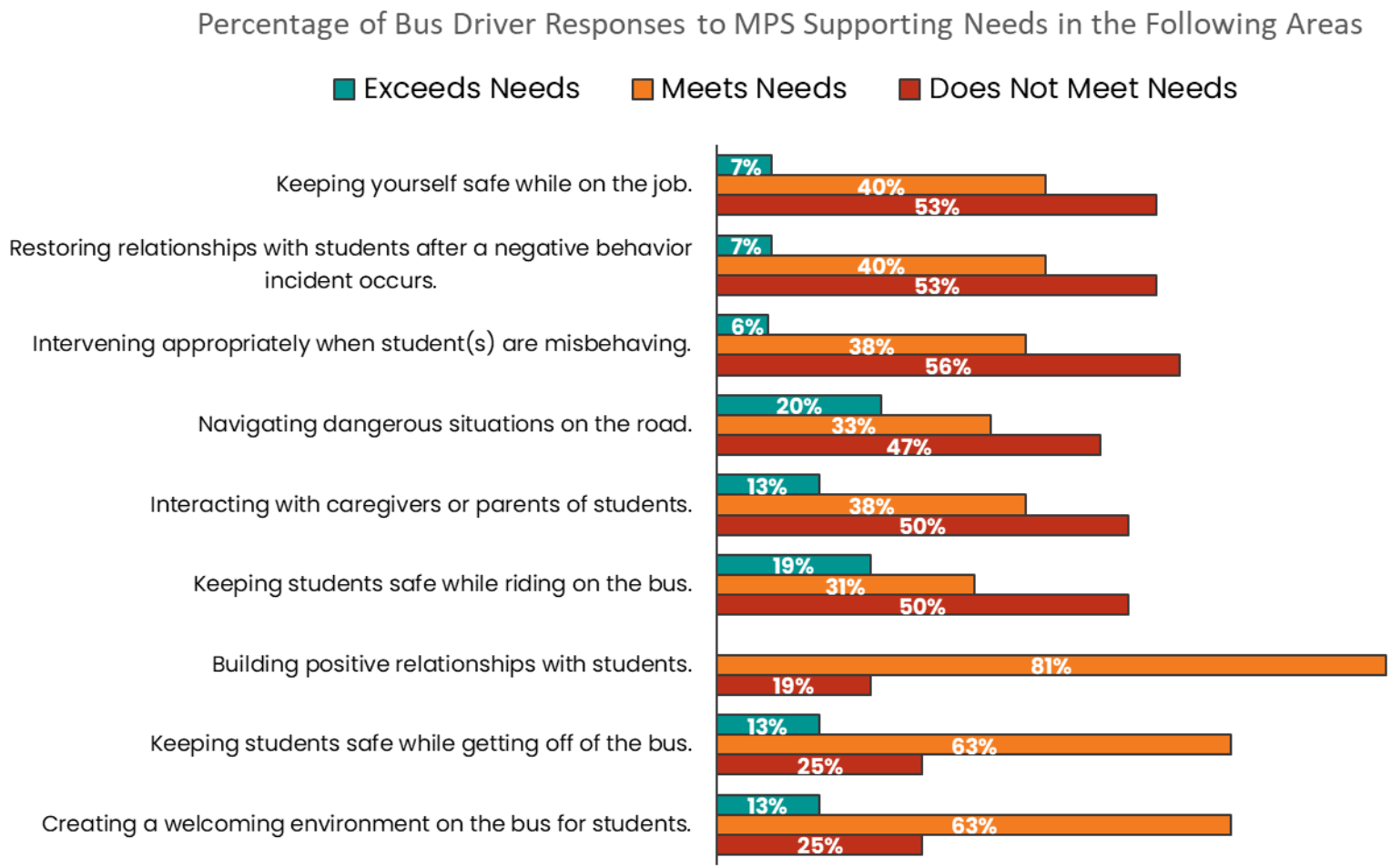


Figure 5. Bus Driver Survey—Employment Categories

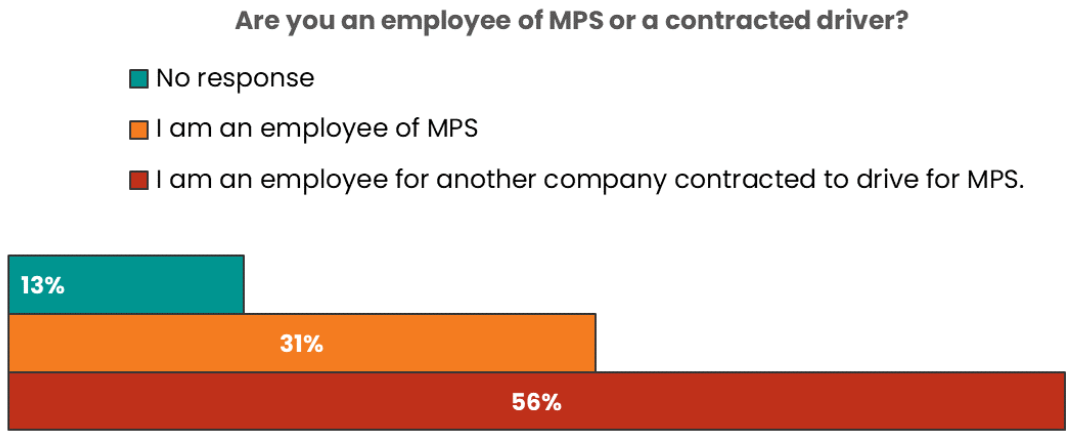


Figure 6. Bus Driver Survey—Contracted Driver Company

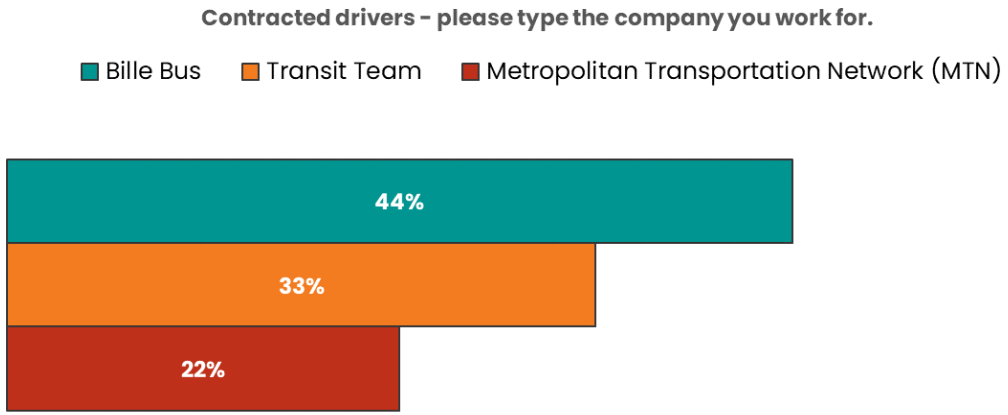


Figure 7. Bus Driver Survey—Incidents experienced by bus drivers while driving for MPS

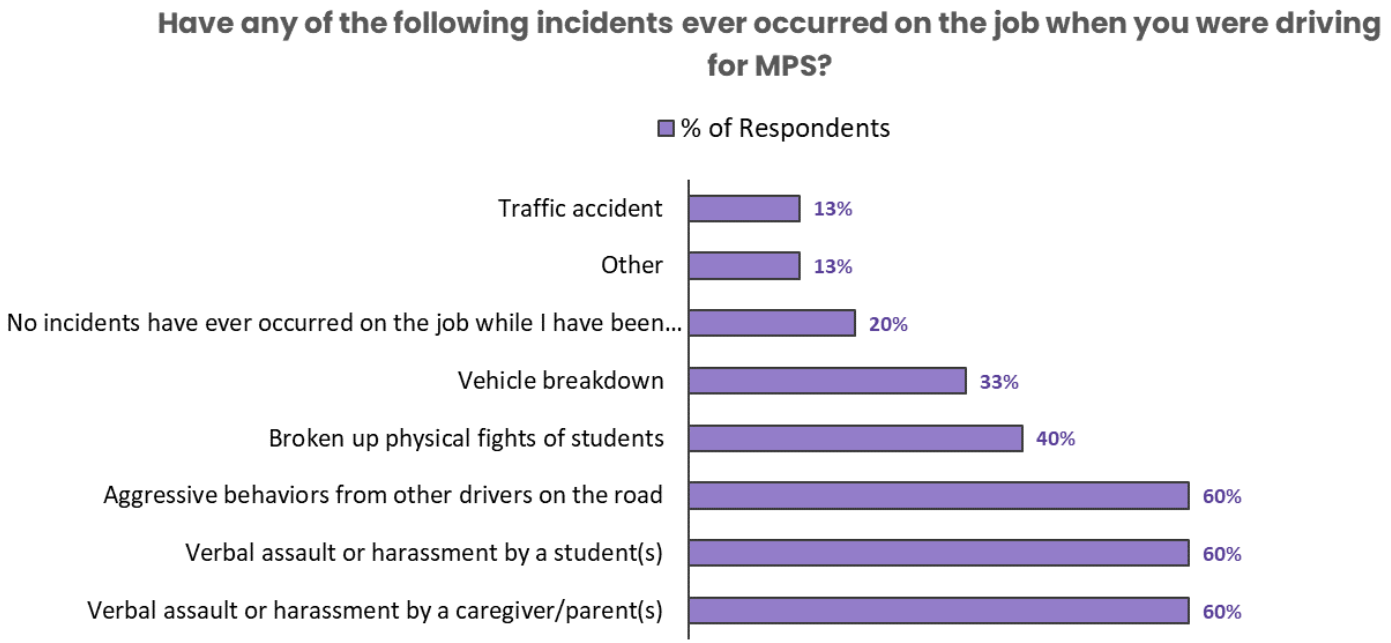


Figure 8. Bus Driver Survey—Routes & Bidding

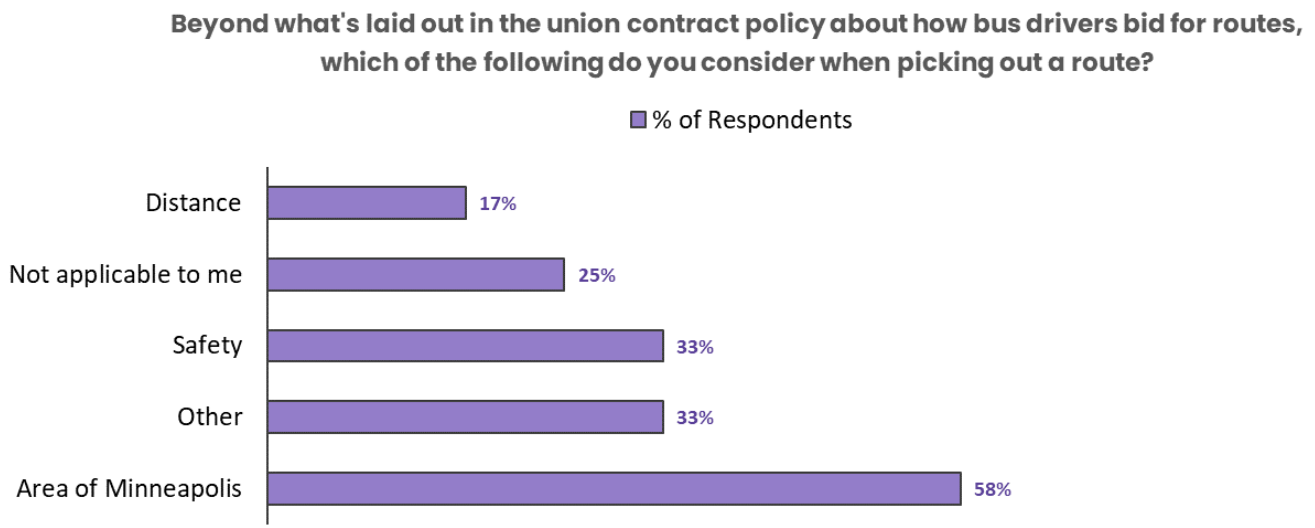


Figure 9. School Transportation Staff—Attitudes Towards Transportation Process

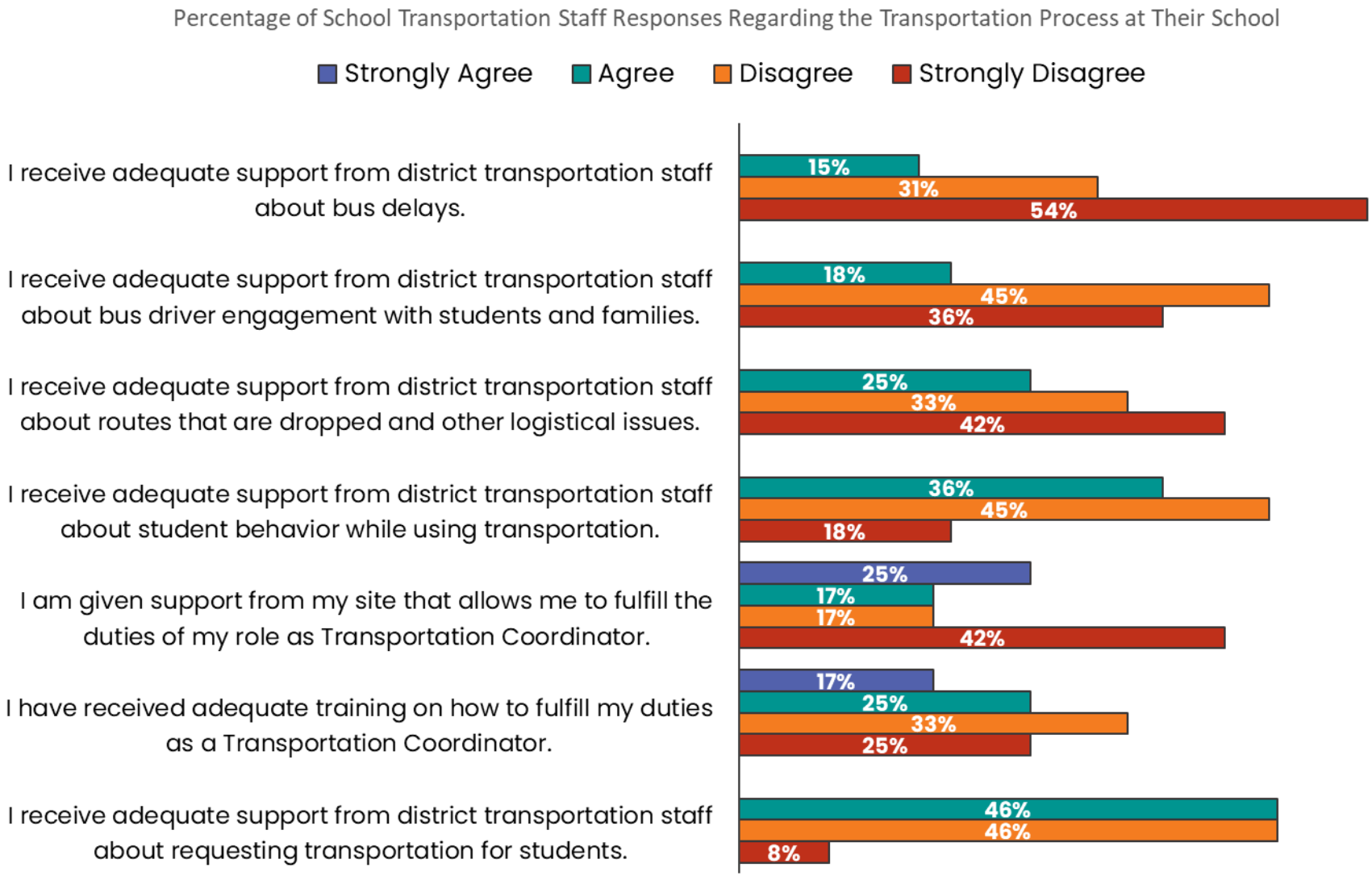


Figure 10. School Transportation Staff—Attitudes Towards Meeting the Needs of Students/Caregivers

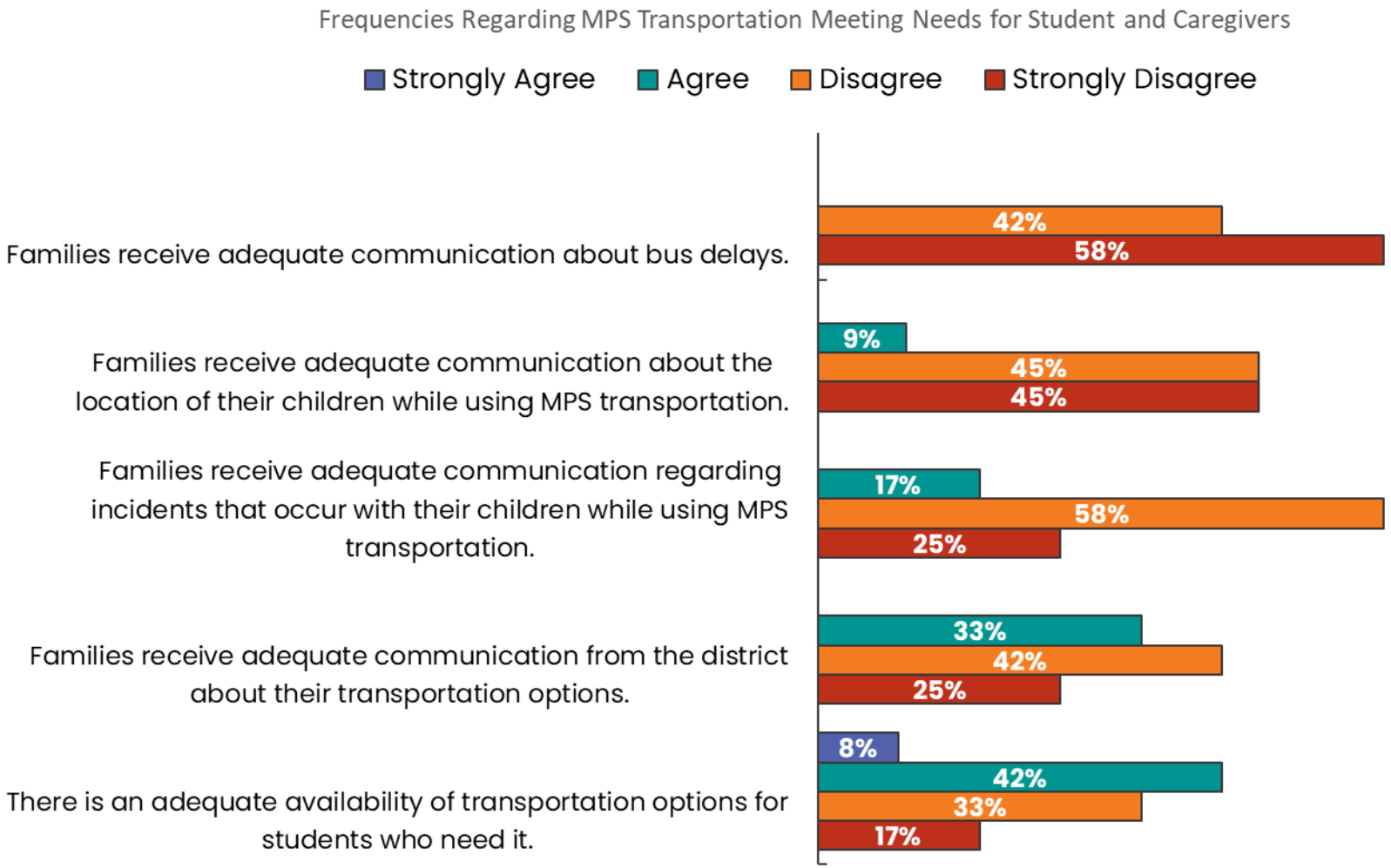


Figure 11. School Transportation Staff—Experience on Caregiver Influencing Transportation Decisions

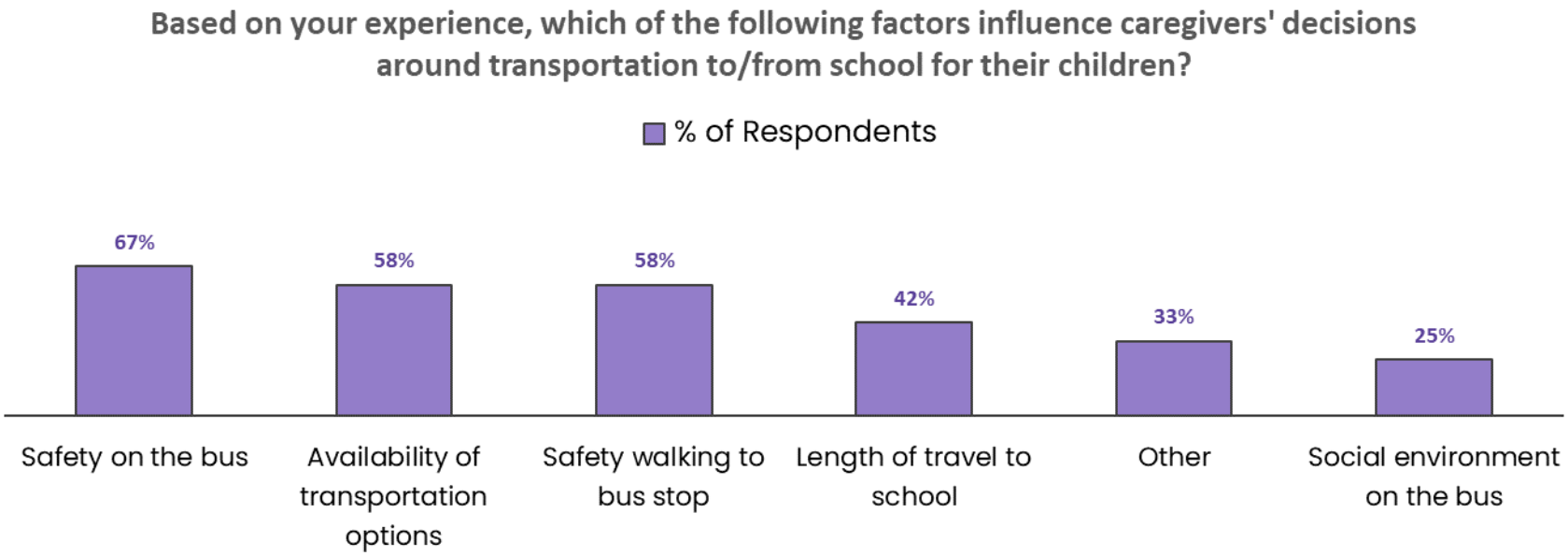


Figure 12. Out-of-School Time Staff—Transportation Requests

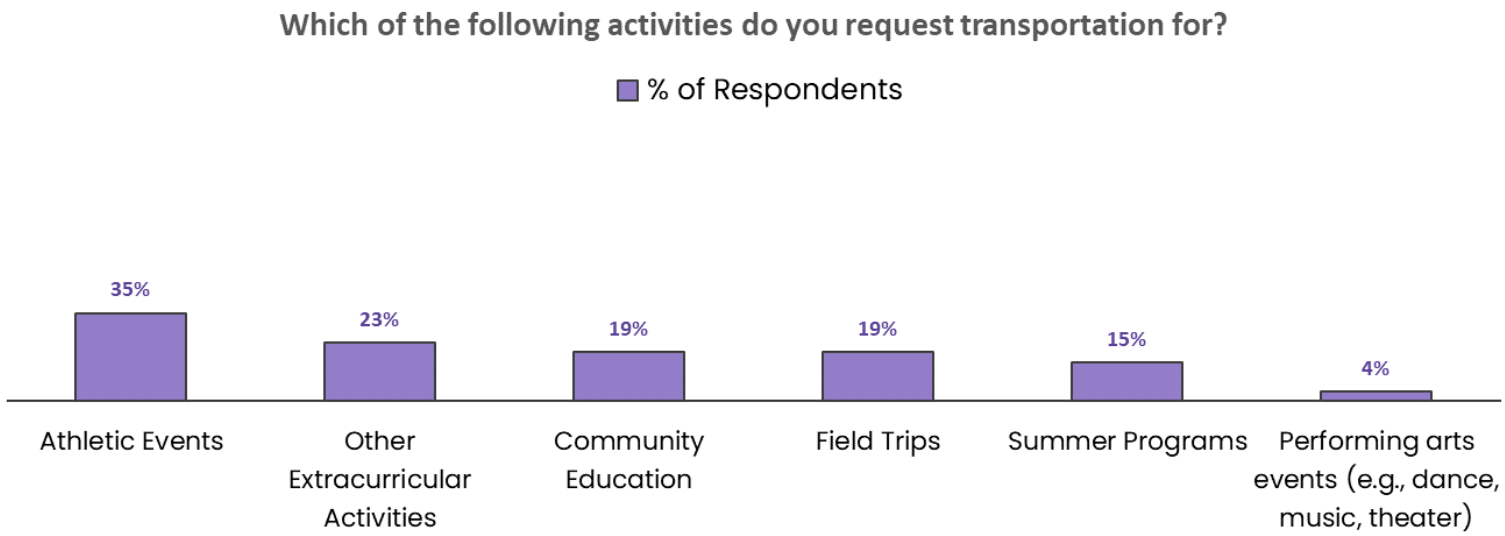


Figure 13. Out-of-School Time Staff—Transportation Requested

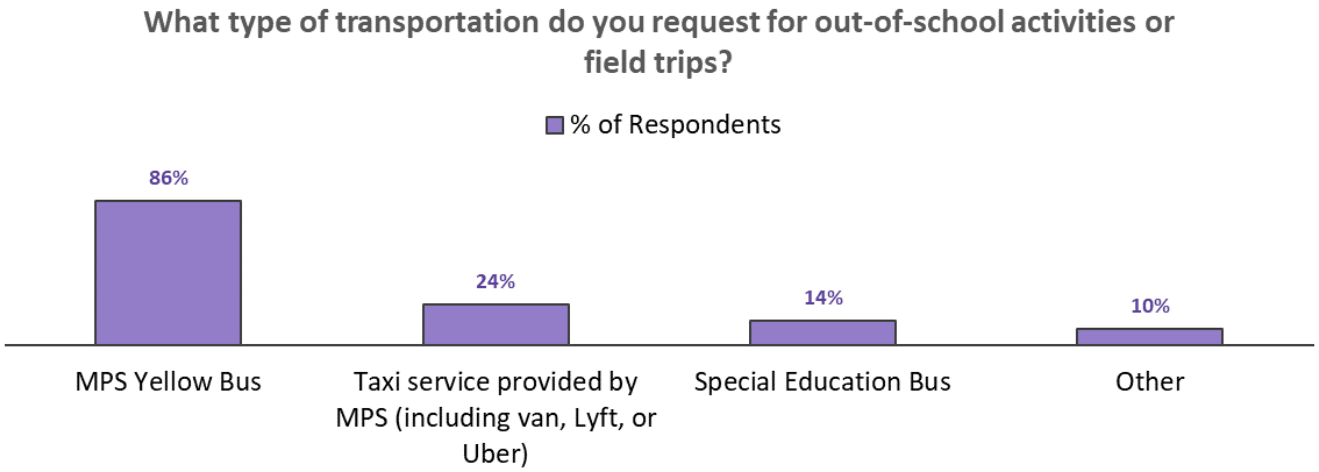


Figure 14. Out-of-School Time Staff—Request Frequency

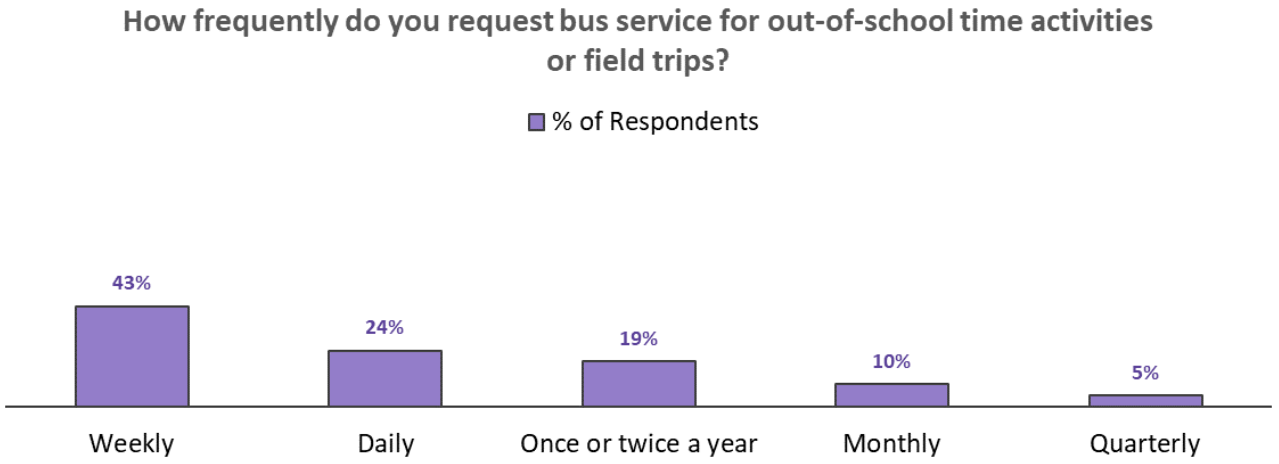


Figure 15. Out-of-School Time Staff—Ratings on Timeliness of Requests

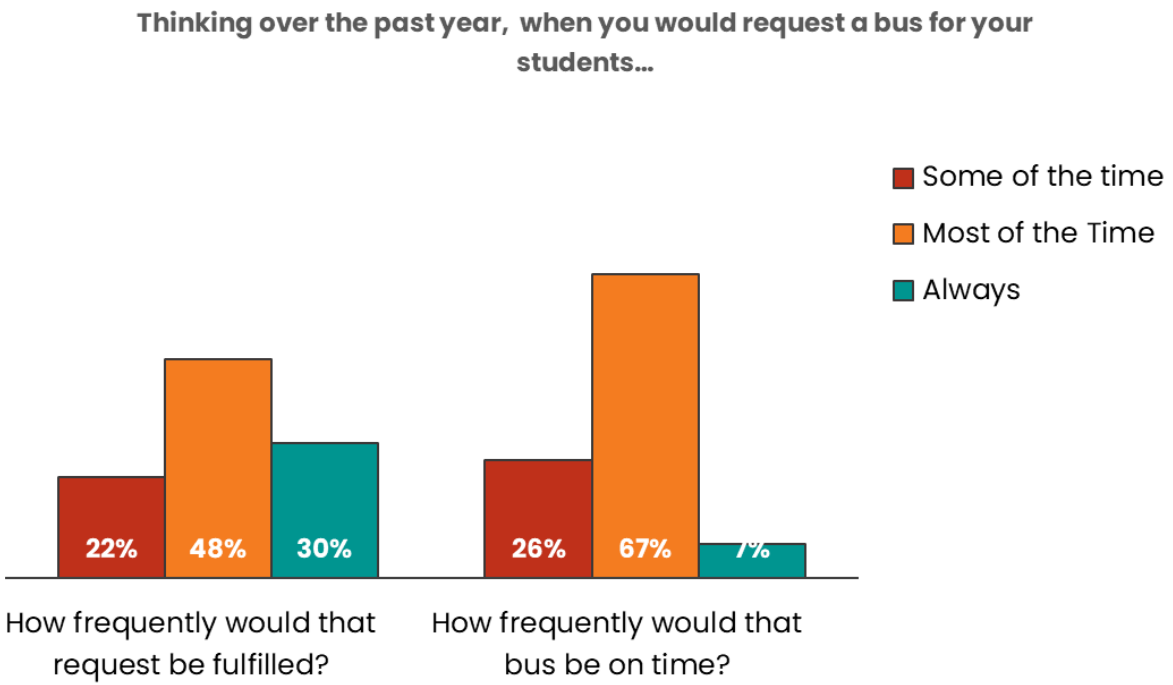


Figure 16. Out-of-School Time Staff—Bus Driver Respect

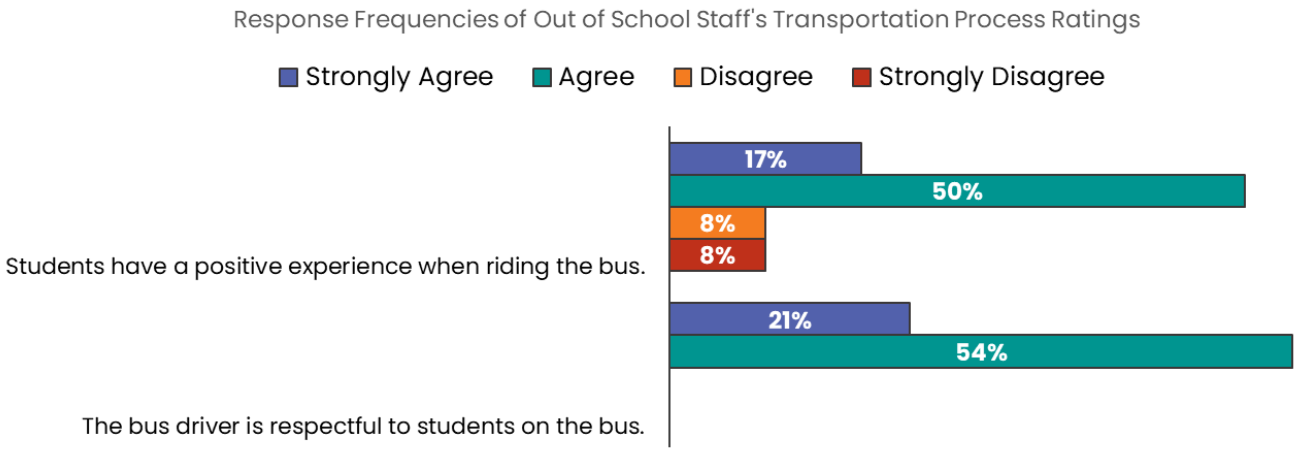


Figure 17. Out-of-School Time Staff—Transportation Request Process

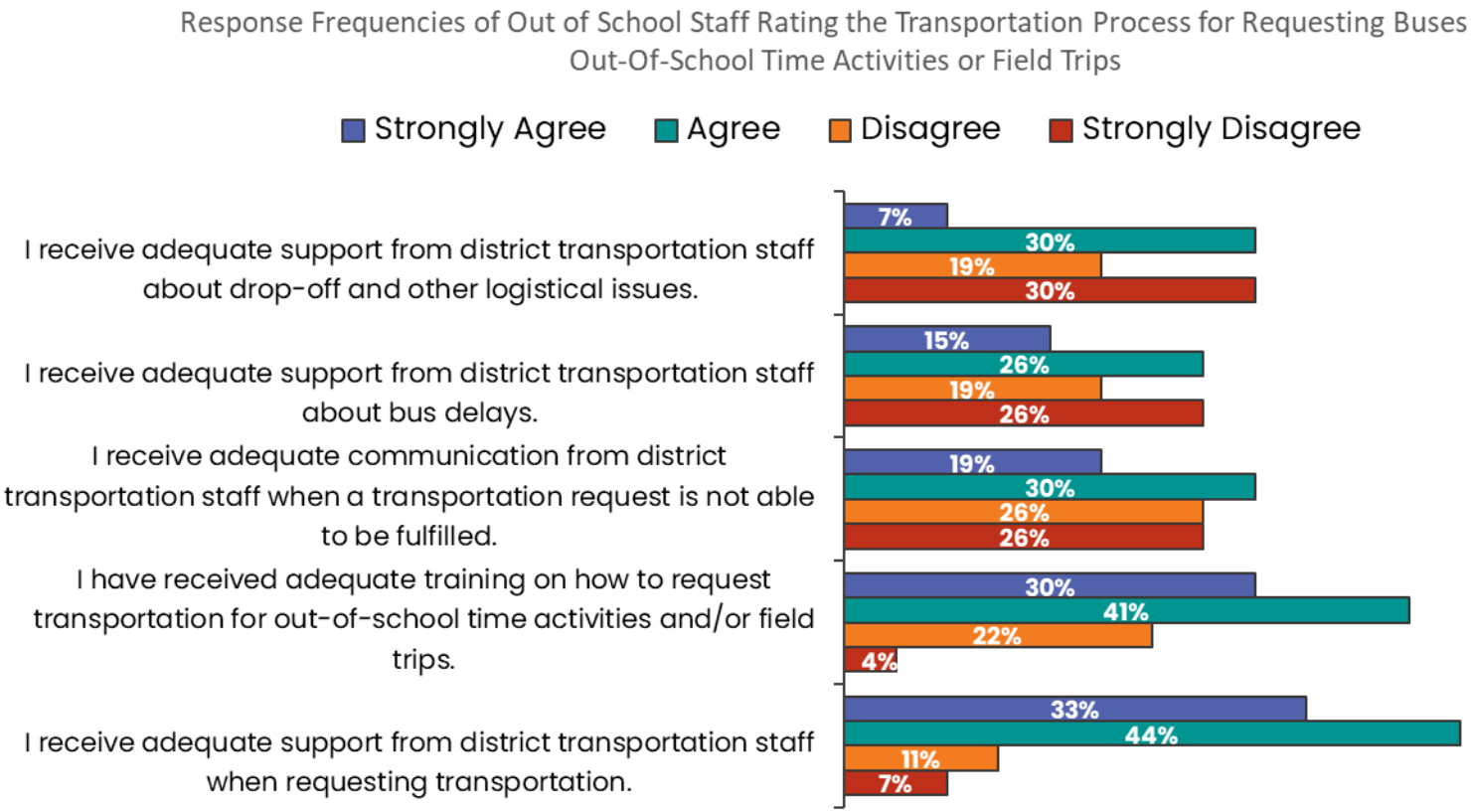


Figure 18. Out-of-School Time Staff—School Type

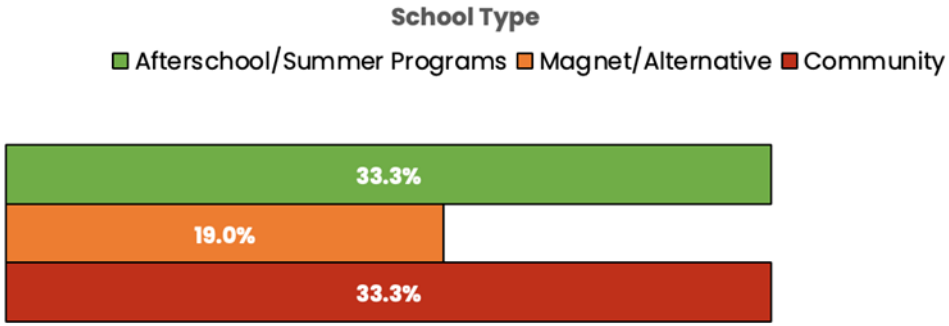


Figure 19. Student Survey—Incidents

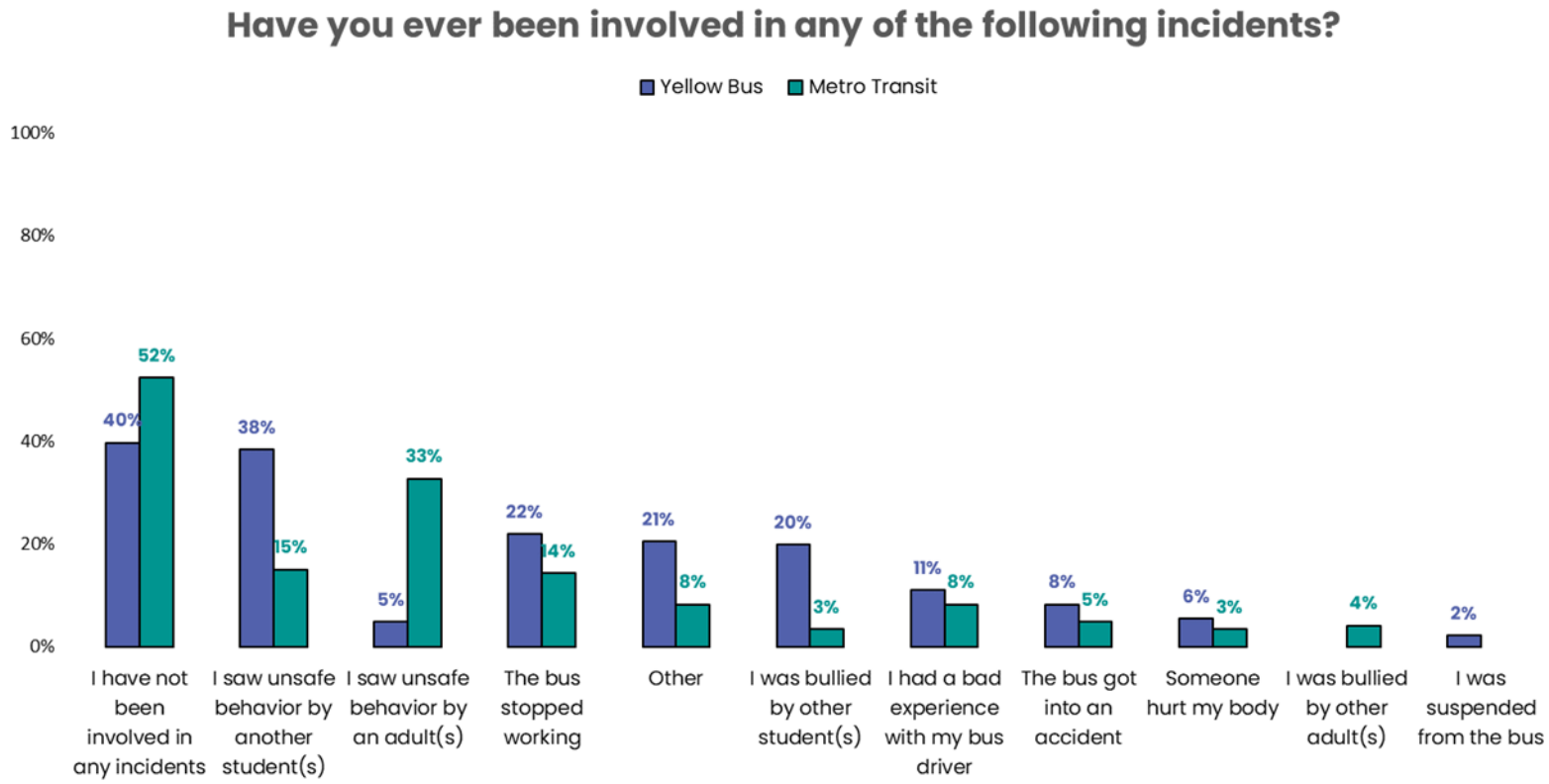


Table 17. Student Survey—Incidents

Theme	Quotes
Type of Incident, including • Bullying/Harassment • Mistreatment by the bus driver • Physical assault towards them • Traffic accident • Vehicle breakdown • Witness to unsafe behavior • Other incident	*Someone tried to steal my phone. That made me not want to ride the bus but it's my only way home. I wish we still had the yellow buses. (Metro)* *There was a time on the bus when a student brought a pocket knife, and threatened some people (Including me) with the knife. (Yellow)* *Guns been pulled out on bus, Adults trying to touch students sexually and violently, Bus drivers not letting students on simply because there students causing me and others to be late, Sexual assault by other students, Bus crashing into cars, Not feeling safe because the bus driver is a horrible unsafe driver. Fallen over because the bus drivers make sudden stops at the last minute causing bodily injuries not just to me but others. (Metro)* *Only that I have to walk a mile to get from my bus stop too my house and when its icy I have gotten hurt. (Yellow)* *Kids in the back of the bus vape and do drugs. (Yellow)* *I have been really bullied on Bus [Number] and a lot of the students started fights and spread rumors that were not true about me and fellow students on Bus [Number]. (Yellow)*

Figure 20. Caregiver Survey—Incidents

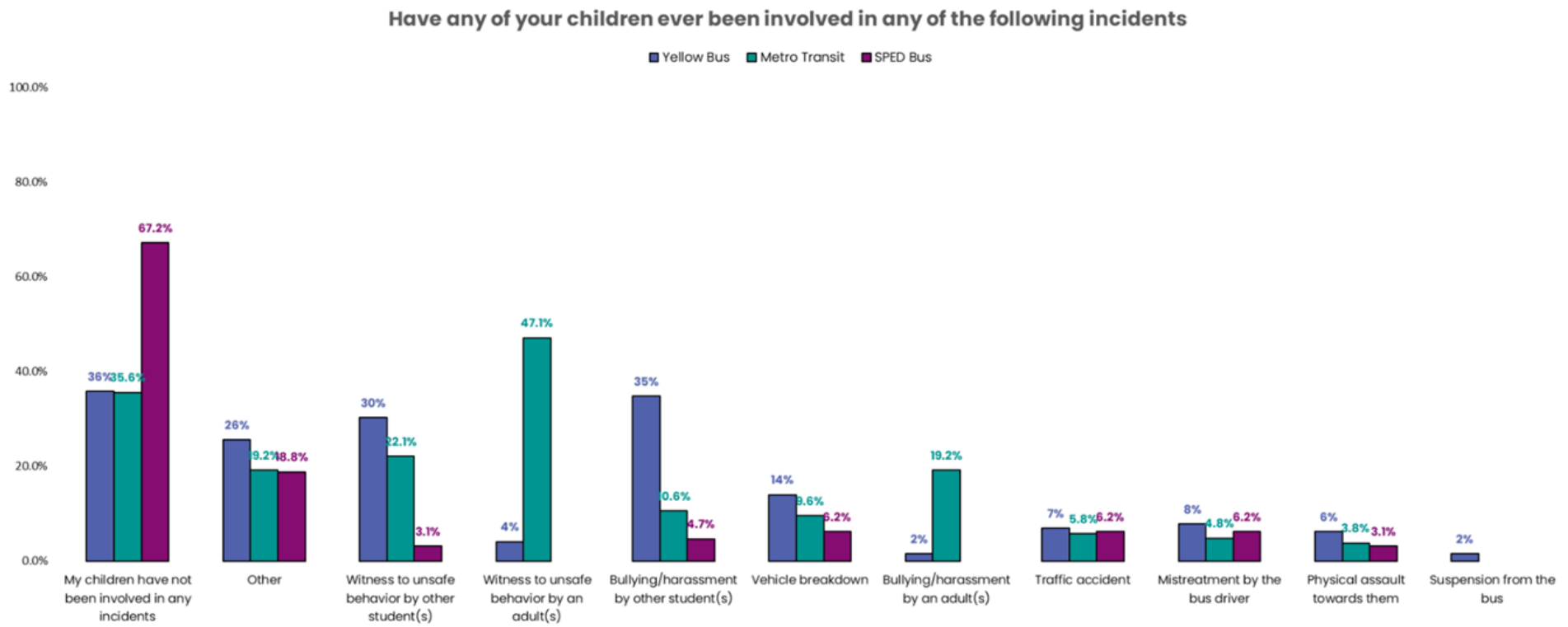


Table 18. Caregiver Survey—Incidents/Issues

Theme	Quotes
Type of Incident, including • Bullying/Harassment • Mistreatment by the bus driver • Physical assault towards them • Suspension from the bus • Traffic accident • Vehicle breakdown • Witness to unsafe behavior	*My children are on the public transportation light rail and have seen drug use and are approached by strangers at the stops downtown. I am constantly concerned with their safety to and from school. They are too young to be traveling public transportation without parent or adult protection. (Metro)* *On the first day of school, the bus blew a tire and was smoking and the bus kept going (according to my child). I never heard about it from anyone else. (Yellow)*
Bus Issues, including • Bus doesn't show up / canceled • Bus driver • Bus ride too long • Bus stop • Crowded on the bus • Late/Early to pick up/drop off • Metro Transit bus passes • Metro Transit bus schedule/route • Want more busses available	*Only a bus that doesn't show up or is late or leaves earlier than assigned time (Metro)* *My 5 year old daughter was put on the wrong bus they put her in a different bus then his brother because supposedly bus #2 which they rode for last year and the beginning of the year but then they switch my 2 children to bus 4 and now it takes 1 hour or sometimes more to get home we was an hold ti try and find my daughter and communicate with the bus drivers it was a terrifying experience for our family (Yellow)*
Communication, including • Lack of information • Not communicating issues or delays	*The situation this year was the worst it's ever been. The second day of school the bus didn't even drop off our child, and it wasn't communicated where our child was. Around 30-minutes late, we started to call to find out where our child was. There was no communication how long to expect to wait for a late bus… We tried calling transportation, and there was no answer. We finally found out from calling out school that our child was dropped off at a different school (Hiawatha), because the principal determined that the bus driver was untrustworthy to get the students home safely. This was not communicated to us…(Yellow)*

Table 19. Behavior Reports from SY 22-23 that occurred on MPS transportation.

Response	Number of Students	Number of Incidents
Consultation with Law Enforcement	3	3
No Action Recorded	8	4
No Action Taken	**18**	**28**
One-Day Suspension	15	13
Other Response*	**45**	**46**
Out-of-School Removal	13	12
Recommendation for Expulsion	5	4
Suspension	**38**	**33**
Total	**145**	**143**
This data was retrieved from the Discovery Student Information System.		

Table 20. Behavior Reports from SY 22-23 that occurred on MPS transportation.

Response	Number of Students	Number of Incidents
African American	**101**	**112**
American Indian	**12**	**10**
Asian/Pacific Islander	1	3
Hispanic	6	5
White	12	12
Total	**132**	**142**
Disaggregated by students' race/ethnicity. This data was retrieved from the Discovery Student Information System.		

Table 21. GPS Details and Early/Delayed Arrival Averages by Company (Fall 2023 Transportation Data)

Bus Company	Early	Ontime	Late	No GPS	Total Runs
All Buses	13%	47%	6%	34%	46,372
MPS Bus/Type III	17%	55%	5%	23%	10,096
Billie Bus	13%	43%	3%	41%	10,873
Transit Team	10%	44%	11%	36%	9,635
Metro Transit Network	14%	46%	3%	37%	9,592
Septran	10%	51%	18%	21%	3,049
Minneapolis & Suburban Bus	7%	44%	11%	37%	1,758
Great Lake Transportation	13%	50%	2%	36%	766
Lorenz	11%	45%	7%	36%	603

Table 22. GPS Details and Early/Delayed Arrival Averages by Type (Fall 2023 Transportation Data)

School Type	Early	Ontime	Late	No GPS	Total Runs
Community	13%	51%	7%	30%	23,096
Magnet	15%	53%	5%	27%	13,899
Non-Public/Charter	11%	20%	3%	67%	5,239
Other*	11%	41%	13%	35%	4,138

*Programs that do not have a school type are Alternative schools and typically Special Education programs outside of the district that MPS provides Transportation for.

Bus Type	Early	Ontime	Late	No GPS	Total Runs
General Education	14%	49%	2%	35%	23,735
Special Education	12%	45%	10%	33%	22,637

Key Terms

This glossary provides key terms you will see throughout the report. The working definitions below are meant to facilitate understanding of this report rather than provide a comprehensive definition of each term.

Term	Working Definition
Equity and Diversity Impact Assessment (EDIA)	EDIA is an evaluation approach employed at MPS to identify and examine inequities in policies, practices, and procedures that impact stakeholders.
Stakeholder	Individuals, groups, or organizations that are impacted by a program, the program evaluation and/or the results of the evaluation
Comprehensive District Design (CDD)	A redesign of MPS district to achieve high-quality programs and outcomes, increased inclusion and access, culturally relevant family and community engagement, financial stability, operational effectiveness, and to develop a consistent and reliable reputation.
rSchool	A system for staff to request transportation for athletic events.
Individualized Education Plan (IEP)	An IEP outlines the unique needs of the student and the specialized goals and objectives that will help the student make educational progress. Parents are a critical partner in every phase of identifying a student for special education and in establishing the IEP.
Commercial Drivers License (CDL)-licensed drivers	CDL is a required license in the state of MN to operate commercial motor vehicles such as school buses.
Research Evaluation and Assessment (REA)	Within the Minneapolis School District, the Research, Evaluation & Assessment Department assists schools and the school district by collecting, interpreting and communicating findings.
Parent Advisory Councils	PACs create and support a space for vibrant family groups to come together around shared interests and experiences focused on ways to support and sustain student academic and social-emotional success. PACs increase parent and family involvement in their children's education through effective communication and leadership development while empowering and advocating for all families.
Focus Groups	Focus Groups are a method of gathering information used by evaluators. A typical focus group consists of three or more stakeholders with similar demographics who are interviewed about a program's efficacy, recommendations for improving the program, and their experience with the program.
Homeless & Highly Mobile (HHM) Student	The McKinney-Vento Homeless Assistance Act defines homelessness as children and youth "who lack a fixed, regular, and adequate nighttime residence." This includes children and youth living in the following situations: • shelters or transitional housing programs • motels, hotels or weekly rate housing • doubled up with friends or relatives because family cannot find or afford housing • abandoned buildings, public space, car or other inadequate accommodation
Participatory Evaluation	Participatory evaluation is an approach that involves the stakeholders of a program or policy in the evaluation process.

Minneapolis Public Schools

List A: All Employees: Tuesday, April 16, 2024

Hiring - Licensed

Cherry Arazo	Webster Elementary	Teacher, Special Education	3/4/2024
Jessica Barman	Howe Elementary	Teacher, Special Education	3/12/2024
Mary Cannon	River Bend Education Center	Teacher, Special Education	3/13/2024
Kymberlee Cook	MPS Deaf/Hard of Hearing	Teacher, Special Education	3/11/2024
Grace Dean	Roosevelt High	Teacher, English	3/11/2024
Kendrea Dickson	Early Contract Hires	Teacher, Elementary	3/29/2024
Abbey Erwin	Early Contract Hires	Teacher, Special Education	3/29/2024
Rosemary Holman	Speech Language Clinicians	Teacher, Speech Language Clinician	3/11/2024
Seng Lor	Olson Middle	Teacher, World Languages (Hmong)	3/20/2024
Sueann Maclachlan	Anthony Middle	Teacher, Special Education	2/20/2024
Margaret Mcdonald	FAIR High	Teacher, Counselor	3/25/2024
Grace Mclagan	Early Contract Hires	Teacher, Elementary	3/29/2024
Katie Rodgers	FAIR High	Teacher, Special Education	1/16/2024
Stephanie Shider	Franklin Middle	Teacher, Special Education	4/8/2024
Madilyn Straub	Speech Language Clinicians	Teacher, Speech Language Clinician	4/12/2024
Lauren Sullivan	Early Childhood Special Education	Teacher, Special Education	3/14/2024

Hiring - Non Licensed

Maryam Abdullahi	Bryn Mawr Elementary	Special Education Assistant	1/15/2024
Jenniffer Benites Martinez	Las Estrellas Elementary	Special Education Assistant	4/8/2024
Chiquita Bentley	Minneapolis Kids	Family Learning Child Care Worker	4/8/2024
Carly Borre	Las Estrellas Elementary	Associate Educator (Interventionist)	3/25/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, April 16, 2024

Hiring - Non Licensed

Arnold Brown	Engineers, Zone 1	Custodian	3/11/2024
Daryl Brown	Olson Middle	School Success Program Assistant	4/8/2024
Bella Brownlee	AVID Tutors	AVID Assistant	3/20/2024
Julia Campbell	Bryn Mawr Elementary	Special Education Assistant	10/23/2023
Johnta Christmas	Pratt Elementary	Special Education Assistant	3/12/2024
Almaraz Cielo Almaraz	SEA Cadre	Special Education Assistant	3/21/2024
Desiree Davis	Henry High	Special Education Assistant	3/20/2024
James Davis	Engineers, Zone 1	Custodian	3/25/2024
Gerardo De La Rosa	Engineers, Zone 2	Custodian	3/18/2024
Faisa Farah	Transportation, Regular Ed Transp.	School Bus Driver In Training	4/8/2024
Soribeth Flores Gonzalez	Early Childhood Special Education	Special Education Assistant	3/25/2024
Diamone Ford	Jenny Lind Elementary	Associate Educator	3/11/2024
Sawyer French	Sanford Middle	Special Education Assistant	3/25/2024
Erin Giebink	Research, Evaluation & Assessment	Evaluation Specialist	4/1/2024
Corwin Goode	Engineers, Zone 2	Custodian	4/8/2024
Ashley Hale	Payroll Operations	Payroll Analyst	4/8/2024
Ashanti Hall	Minneapolis Academy & Career Center	Security Monitor	3/5/2024
Michael Handt	Engineers, Zone 2	Custodian	3/20/2024
Kyle Hanneman	Transition Plus	Special Education Assistant	3/27/2024
Tia Hannes	Minneapolis Kids	Child Care Assistant	3/11/2024
Olivia Hanzak	Pillsbury Elementary	Special Education Assistant	3/6/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, April 16, 2024

Hiring - Non Licensed

Macy Hare	Anishinabe Academy Elementary	Associate Educator (Interventionist)	3/25/2024
Nypree Heard	CWS, Site Group 2 - Northeast	School Cook	4/8/2024
Malia Herron	Early Childhood Special Education	Special Education Assistant	3/25/2024
Madeleine Hezel	AVID Tutors	AVID Assistant	3/5/2024
Stephanie Hill	North High	School Success Program Assistant	3/18/2024
Jennifer Horan	Armatage Elementary	Health Services Assistant	2/14/2024
Aalayah Jackson	Jenny Lind Elementary	Special Education Assistant	3/11/2024
Mustapha Jallow	Minneapolis Kids	Child Care Assistant	3/18/2024
Rayona Kardell	Nellie Stone Johnson Elementary	Special Education Assistant	8/31/2023
Kaden Kelsheimer	CWS, Site Group 6 - Southeast	School Cook	3/19/2024
Zelalem Lakew	CWS, Site Group 4 - Central East	School Cook	3/21/2024
Michael Landers	Henry High	School Athletic Director	3/4/2024
Andrea Mcallister	CWS, Site Group 6 - Southeast	School Cook	3/26/2024
Melvina Mcqueen	CWS, Site Group 5 - Southwest	School Cook	4/8/2024
Nabony Merdassa	CWS, Retail Operations	Catering and Retail Cook	4/8/2024
Julie Michurski	Accounts Payable & Vendor Support	Accounts Payable Specialist	3/28/2024
Daija Miller	Minneapolis Kids	Child Care Assistant	3/15/2024
Ian Mooney	Engineers, Zone 2	Custodian	3/20/2024
Xaiver Neal	Washburn High	Special Education Assistant	3/21/2024
Jerome Norris	Engineers, Zone 2	Custodian	4/1/2024
Terbuto Ochothow	Bryn Mawr Elementary	Special Education Assistant	10/2/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, April 16, 2024

Hiring - Non Licensed

Airam Olvera Uribe	Minneapolis Kids	Family Learning Child Care Worker	4/8/2024
Janice Pajak	Minneapolis Kids	Child Care Assistant	3/21/2024
Jamall Palmer	Engineers, Zone 2	Custodian	3/11/2024
Terrance Plaid	Whittier Elementary	Special Education Assistant	4/8/2024
David Power	FAIR High	Special Education Assistant	3/12/2024
Terrica Quarles	Olson Middle	School Success Program Assistant	3/18/2024
Kori Randle	North High	Security Monitor	3/18/2024
Michael Roberts	Loring Elementary	Associate Educator	4/8/2024
Leslie Rosario Torres	Jenny Lind Elementary	Associate Educator (Interventionist)	3/19/2024
Alyssa Ross	Cityview Elementary	Special Education Assistant	4/8/2024
Ali Salmanpour Sohi	Engineers, Zone 2	Custodian	4/8/2024
Lilia Sarabia Melendez	CWS, Site Group 3 - Central West	School Cook	3/21/2024
Ahmed Shek	Wellstone High	Security Monitor	3/20/2024
Lee Simmons	MPS Online 6-12	Associate Educator (Interventionist)	2/20/2024
Raycene Stanback	Transportation, Regular Ed Transp.	Transportation Dispatcher / Scheduler	3/18/2024
Lynn Stewart	Talent Acquisition	Human Resources Specialist	3/25/2024
Mark Todd	Strategic Procurement & Contract Mgmt.	Buyer, Senior	4/1/2024
David Trotter	Engineers, Zone 2	Custodian	4/8/2024
Iesha Turner	Franklin Middle	Special Education Assistant	4/22/2024
Clermon Vaughn	Engineers, Zone 1	Custodian	3/12/2024
Elma Williams	CWS, Site Group 2 - Northeast	School Cook	3/21/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, April 16, 2024

Hiring - Non Licensed

Olando Wilson	Engineers, Zone 2	Custodian	2/26/2024

Discharges

Licensed

Non-Licensed

Associate Educator (Interventionist)	03-29-2024	2024-04-ER-6220
Custodian	03-08-2024	2024-04-ER-6182

Non-Represented

Executive Director	05-14-2024	2024-04-ER-6199

Probationary Separations

Licensed

Teacher	05-09-2024	2024-04-ER-6269
Teacher	04-15-2024	2024-04-ER-6333
Teacher	05-12-2024	2024-04-ER-6419

Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Teacher	04-09-2024	2024-04-ER-6401
Teacher	04-09-2024	2024-04-ER-6391

Non-Licensed

Special Education Assistant	03-20-2024	2024-04-ER-6362
Child Care Assistant	03-14-2024	2024-04-ER-6331
Special Education Assistant	03-20-2024	2024-04-ER-6386
Special Education Assistant	04-11-2024	2024-04-ER-6420
Child Care Assistant	03-22-2024	2024-04-ER-6371
Associate Educator	03-18-2024	2024-04-ER-6356
Associate Educator (Interventionist)	03-26-2025	2024-04-ER-6382
Child Care Assistant	03-14-2024	2024-04-ER-6345

Non-Licensed, Staff Reduction

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

FIRST AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND AL-MAA'UUN CAREER SERVICES

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Al-Maa'uun Career Services dated 7/1/2023 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Al-Maa'uun Career Services ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Al-Maa'uun Career Services ("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: 4400001743

1. *Original contract amount:* $446,945.00
2. *Accumulative contract amount:* $596,945.00

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

Section: 3.1. The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as follows. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $596,945.00 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description:
Additional funds for district wide temporary custodians through temp agency

Facility Services Work = 50% Mark-up.
First shift $15.93/hour Pay - $23.90/Hour Bill
Second shift $16.53/hour pay - $24.80/Hour Bill

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:

Title:

Date: _____

AL-MAA'UUN CAREER SERVICES:

Signature: _____

Name: Makram El-Amin

Title: Executive Director

Date: 3/14/2024

Updated January, 2020

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

Contract for Goods/Supplies/Materials
and/or
Labor/Installation

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 Archer Mechanical "Contractor" (collectively "parties") to provide Just In Time burner services to Plant Maintenance.

1 TERM OF CONTRACT

1.1 This Contract is effective on 7/1/24 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/25, 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 related to Labor and Installation set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

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 Archer Mechanical under this Contract, including compensation for goods and/or services, including reimbursable expenses (if applicable), shall not exceed $150,000. Contractor Archer Mechanical 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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 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.

4. INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 MATERIALS AND LABOR

Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of the District. (Check all that apply)

☐ The following materials will not be included in the Contract Price and are the sole responsibility of the District and will not be covered under warranty by Contractor:

_____ or attach annexure.

☐ In addition, the Contract Price shall include the following fixtures:

_____ or attach annexure.

9 LICENSES AND PERMITS

(Check one) ☒ Contractor ☐ District shall obtain all licenses and permits necessary for proper completion of the Work. (Check one) ☒ Contractor ☐ District is responsible for the cost of any

necessary permits or licenses.

10 LAWS AND REGULATIONS

Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines and any safety requirements of District (the "Applicable Laws"). Contractor shall promptly notify District upon discovery of any variance between the Applicable Laws and the Construction Documents.

11 SUPERVISION OF CONSTRUCTION

Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

12 RECORD DOCUMENTS

Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to District upon completion of the Work. District shall have the right to inspect and review such documents upon notice to Contractor.

13 UTILITIES

(Check one) ☐ Contractor ☒ District shall pay for all permanent electric, water, phone, cable, sewer and gas service as needed to perform the Work. (Check one) ☐ Contractor ☒ District shall pay for the installation, connection and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

14 HAZARDOUS MATERIALS

Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials brought to the Property by Contractor. Hazardous Materials shall include radioactive materials, asbestos, polychlorinated biphenyls, petroleum products, crude oil, flammable materials, chemicals or solvents known to cause cancer or reproductive toxicity, pollutants, contaminants and toxic substances which are restricted, prohibited or regulated by any agency of government in its manufacture, use, maintenance, storage, Ownership or handling. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify District and may cease working until the material or substance has been rendered harmless. District shall defend, indemnify and hold harmless Contractor, any subcontractors, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from contact with the Hazardous Substance in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, provided such claim, damage,

loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

15 CONDITION OF THE PROPERTY

Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by District.

16 INSPECTION

District shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

17 SUBCONTRACTS

Contractor shall furnish to District a list of names of subcontractors proposed to perform principal portions of the Work. Contractor shall not employ any subcontractor to whom District reasonably objects. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

18 WORK CHANGES

District reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by District and Contractor, which shall be incorporated by reference herein.

19 OTHER CONTRACTORS

District reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.

20 EXTENSIONS OF TIME

The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other

causes beyond Contractor's control or which justify the delay.

21 INDUSTRY LANGUAGE

The language used for terms of this Agreement, unless otherwise defined, shall be construed according to the customary meaning within the construction industry in the area where the Project is located and for the type of Work being performed.

22 CONFIDENTIALITY (Check one)

☐ As a result of Contractor's participation in the Work, Contractor will have access and contribute to information and materials of a highly sensitive nature, including Confidential Information. Contractor hereby warrants that Contractor and its employees and agents shall not (without in each instance obtaining the District's prior written consent) disclose, make commercial or other use of, or give or sell to any person, firm, or corporation, any Confidential Information received directly or indirectly from District or acquired or developed in the course of the performance of this Agreement unless: (1) required to do so pursuant to Applicable Laws (and then only after Contractor has given District prompt written notice of the legal compulsion and, at District's expense, provided by District with cooperation in any attempt District may make to gain a protective order acceptable to District); or (2) it is rightfully in the possession of Contractor from a source other than District prior to the time of disclosure of the information to Contractor under this Contract; or (3) it was in the public domain prior to the time of Contractor's receipt; or (4) it became part of the public domain prior to the time of Contractor's receipt by any means other than an authorized act or omission on the part of Contractor; or (5) it is supplied to Contractor after the time of Contractor's receipt by a third party who was not under any obligation to District to maintain such information in confidence; or (6) it was independently developed by Contractor prior to the time of its receipt from District. All Confidential Information, regardless of form, shall be the property of District and shall be returned to District upon its request, or in any event, at the completion or earlier termination of this Agreement.

☒ Contractor will NOT have access and contribute to Confidential Information.

23 GENERAL TERMS AND CONDITIONS

a. 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.

24 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

a. T

he 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.

25 BACKGROUND CHECKS

a. 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.
b. 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.

26 DATA PRIVACY

a. 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.

27 USE OF DISTRICT NAME OR LOGO

a. 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.

28 INDEPENDENT CONTRACTOR

a. 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.

b. 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.

29 WORKER HEALTH, SAFETY AND TRAINING

a. 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.

30 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

a. 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.

31 INSURANCE

a. 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. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards.

b. 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.

c. 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.

d. 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.

e. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION ($1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under this Contract.

f. Contractor shall procure and maintain and shall cause any Subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed

herein. Such coverage shall be procured and maintained with forms and insurers acceptable to the Company/Client. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

g. A Certificate of Insurance shall be completed by the Contractor's Insurance Agent(s) as evidence that policies providing the required coverage, condition, and minimum limits are in full force and effect and shall be subject to review and approval by the Company/Client prior to commencement of any services under this Contract. The Certificate shall identify this Contract and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the Company/Client. The Certificate shall name Company/Client, its officers, and its employees as additional insured with respect to the General Liability Insurance.

h. Failure on the part of the Contractor or Subcontractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material Breach of Contract upon which the Company/Client may immediately terminate this Contract, or at its discretion, the Company/Client may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Company/Client shall be repaid by Contractor to the Company/Client upon demand, or Company/Client may offset the cost of the premium against any monies due to Contractor from the Company/Client.

i. Company/Client reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Contractor agrees to execute any and all documents necessary to allow the Company/Client access to any and all insurance and endorsements pertaining to this particular job.

j. Every policy required above shall be primary insurance, and any insurance carried by the Company/Client, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under the policies required above.

k. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration or types.

l. As an independent contractor the Contractor is not entitled to Worker's Compensation benefits under the Company/Client plan. Furthermore, the Contractor is obligated to pay federal and state income tax on any monies' earned pursuant to this contractual relationship.

m. The parties hereto understand and agree that the Company/Client, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision

of this Contract, the monetary limitation or any other rights, immunities, and protections provided by state and federal laws.

32 INDEMNIFICATION

a. 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 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.

33 LIMITATION ON LIABILTY

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

34 CONFLICT OF INTEREST/CODE OF ETHICS

a. 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.

35 COMPLIANCE WITH LAWS AND DEBARMENT

a. 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.

36 TERMINATION

a. 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.

b. District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. 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.

c. 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 contactor. 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.

37 RETURN OF DATA

a. Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; 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. Or, 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.

b. 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.

38 RECORDS MANAGEMENT AND MAINTENANCE

a. 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.

39 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

Attn: Plant Maintenance
Name: Grant Lindberg
Title: Manager
Email:Grant.Lindberg@mpl
s.k12.mn.us
1225 7th Street N
Minneapolis, MN 55411

Vendor

Name: Archer Mechanical

Attn: Shane Joyce

Address: 1614 Cliff Rd E, Burnsville, MN 55076

Email: ShaneJoyce@ArcherMechanical.com

40 ACKNOWLEDGMENT

a. 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.

b. 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.

41 NON-WAIVER

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

42 ASSIGNMENT

a. 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.

43 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

a. 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 constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous

agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

44 WARRANTY

a. Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

b. Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of 1 year(s) from the date of completion of the Work. Nothing in this Section 15 shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

45 SEVERABILITY

a. 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.

46 SURVIVABILITY

a. 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.

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Ibrahima Diop
(Printed)

Title: Senior Financial Officer

Date: _____

Archer Mechanical

By: Shen Joyce

Name: Shena Joyce
(Printed)

Title: President

Date: 3/28/24

EXHIBIT A: SCOPE OF WORK

Description of Services:

Provide districtwide Just in Time burner service

Service Outcome:

Ensure burners are maintained and working properly

Method of Evaluation:

Timely delivery
Quality materials are used

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

DocuSign Envelope ID: 740AA1D6-E126-4F46-9C15-35A77E27CE24

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND Comcast Cable Communications Management, LLC

This Amendment ("Amendment") to the Contract between Special School District No. 1 and **Comcast Cable Communications Management, LLC** dated 4/1/2024 ("Contract") is made and entered into by and between Special School District No.1 ("District") and **Comcast Cable Communications Management, LLC** ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and **Comcast Cable Communications Management, LLC** ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2024 ("Contract"), and WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000940

1. *Original contract amount:* NTE $3,189,078.00 per year
2. *Accumulative contract amount:* No increase

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

Section: 1.1 - The Contract is effective on July 01st, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2024 (the "Initial Term") or the Contract has been terminated, whichever occurs first. The District shall have the option, in its sole discretion, to renew the Contract for two (2) one (1) year periods terms; provided, that, the District must provide Comcast with written notice of its intent to renew at least thirty (30) days prior to the expiration of the Initial Term or the first renewal term, as applicable. Each party shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for the other party's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

Section: 3.1 - The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as follows. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $3,189,078.00 per year Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Renewing the Contract for one (1) additional year, pursuant to Section 1.1 of the Contract, with a new expiration date of June 30, 2025 with no increase of the Contract amount.

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.)

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Justin Hennes

Title: Senior Information Officer

Date: _____

Comcast Cable Communications Management, LLC:

Signature: Michael J. Mazza _____
172084D2B1BA448...

Name: Michael J. Mazza

Title: VP, CB Sales Solutions

Date: 4/2/2024

2024 Finance Remodel – Second and Fourth Floor

Contract Sum: $122,376.00

Contractor: C70 Builders

Project Name and Number

2024 Finance Remodel – Second and Fourth Floor
John B Davis Education Center
1250 W Broadway Avenue
Minneapolis, MN 55411
Minneapolis Public Schools Project Number 24DCEN01
OP -

Description

Project consists of limited remodel and security upgrades of +/- 1,440 SF of existing office space for department offices for Minneapolis Public Schools on the second and fourth floor of the central office.

Contract Sum details

Item	Price	Status
Base Bid	$122,376.00	accepted

Contract Documents

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
Exhibit D – Project Schedule
AIA Document E203-2013
AIA Document A201-2017

AIA® Document A101® – 2017

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

AGREEMENT made as of the twentieth day of March in the year Two Thousand Twenty Four
(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)

C70 Builders
7119 31st Avenue N
New Hope, MN 55427

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

2024 Finance Remodel – Second and Fourth Floor
John B Davis Education Center
1250 W Broadway Avenue
Minneapolis, MN 55411

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

Pope Design Group
767 N Eustis St, Suite 190
Saint Paul, MN 55114

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.

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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.

[**X**] 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.)

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[ ] 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 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.

(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.

(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,

Init.
/
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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;
- **.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;

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.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.

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§ 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 mayrequest 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

[**X**] Litigation in a court of competent jurisdiction

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[ ] 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)

Mauricio Ochoa
1250 West Broadway Avenue
Minneapolis, MN 55411

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

Derek Lamb
7119 31st Ave N, Minneapolis, MN 55427
derekl@c70builders.com
952.239.4516

§ 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.

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§ 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 developement practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

(Paragraphs Deleted)

EXH-B Project Charter
(Paragraph Deleted)

EXH-C Owner Insurance
EXH-D Project Schedule

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(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)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	Scott Banaszynski - VP of Operations *(Printed name and title)*

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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.

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PAGE 1

AGREEMENT made as of the twentieth day of March in the year Two Thousand Twenty Four

...

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

...

C70 Builders
7119 31st Avenue N
New Hope, MN 55427

...

2024 Finance Remodel – Second and Fourth Floor
John B Davis Education Center
1250 W Broadway Avenue
Minneapolis, MN 55411

...

Pope Design Group
767 N Eustis St, Suite 190
Saint Paul, MN 55114

PAGE 2

[X] 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

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[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:~~

...

~~*(Identify each allowance.)*~~*Sum are defined in EXH-B Project Charter.*

...

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~~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 liquidateddamages, 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.

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...

§ 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 asprovided 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

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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.

...

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

PAGE 6

§ 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 ~~interest agreed upon, if any.)~~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.

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...

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 mayrequest 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.

...

[**X**] Litigation in a court of competent jurisdiction

PAGE 7

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.

...

Mauricio Ochoa

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1250 West Broadway Avenue
Minneapolis, MN 55411

...

Derek Lamb
7119 31st Ave N, Minneapolis, MN 55427
derekl@c70builders.com
952.239.4516

PAGE 8

Owner prohibits Contractor from using the Work in any marketing material or business developement 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

...

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

...

EXH-C Owner Insurance

...

EXH-D Project Schedule

PAGE 9

~~[ ] The Sustainability Plan:~~

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...

~~Title~~	~~Date~~	~~Pages~~

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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 08:49:51 CT on 03/20/2024 under Order No. 4104251278 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)

Curtis Hartog, Executive Director

(Title)

3/20/2024

(Dated)

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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 twentieth day of March in the year Two Thousand Twenty Four
(In words, indicate day, month and year.)

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

2024 Finance Remodel – Second and Fourth Floor
John B Davis Education Center
1250 W Broadway Avenue
Minneapolis, MN 55411

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)

C70 Builders 7119 31st Avenue N
New Hope, MN 55427

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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.

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.

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§ 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.

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§ 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.

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(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;

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.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

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Additions and Deletions Report for

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the twentieth day of March in the year Two Thousand Twenty Four

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...

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...

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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.

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§ 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.~~

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[–] **§ 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

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

2024 Finance Remodel – Second and Fourth Floor
John B Davis Education Center
1250 W Broadway Avenue
Minneapolis, MN 55411

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)

Pope Design Group
767 N Eustis St, Suite 190
Saint Paul, MN 55114

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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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.

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

§ 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

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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.

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§ 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.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the 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.

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§ 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 transferable 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.

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§ 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

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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.

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§ 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.

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§ 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.

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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.

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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:

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.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.

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§ 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.

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§ 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;

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.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.

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§ 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.

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§ 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

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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

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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.

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§ 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

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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.

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§ 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.

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§ 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.

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§ 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.

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Additions and Deletions Report for

AIA® Document A201® – 2017

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

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PAGE 1

2024 Finance Remodel – Second and Fourth Floor
John B Davis Education Center
1250 W Broadway Avenue
Minneapolis, MN 55411

...

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

...

Pope Design Group
767 N Eustis St, Suite 190
Saint Paul, MN 55114

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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 08:51:26 CT on 03/20/2024 under Order No. 4104251278 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.

(Signed)

Curtis Hartog, Executive Director

(Title)

3/20/2024

(Dated)

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AIA® Document E203® – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the twentieth day of March in the year Two Thousand Twenty-Four is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

2024 Finance Remodel – Second and Fourth Floor
John B Davis Education Center
1250 W Broadway Avenue
Minneapolis, MN 55411

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

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.

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

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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** *(Indicate Applicable or Not Applicable)*	**Location of Detailed Description** *(Section 3.1.1 below or in an attachment to this exhibit and identified below)*
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.

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§ 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.)

[**X**] The Parties intend to use a centralized electronic document management system on the Project.

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

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols, 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	**Project Milestone**
Contractor	Project Construction begins

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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 B101 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 B101 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.)*

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§ 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.

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

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

As part of Basic Services, the Architect shall produce wayfinding floor plans for use 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.

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Additions and Deletions Report for

AIA® Document E203® – 2013

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:52:20 CT on 03/20/2024.

PAGE 1

This Exhibit dated the twentieth day of March in the year Two Thousand Twenty-Four is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

2024 Finance Remodel – Second and Fourth Floor
John B Davis Education Center
1250 W Broadway Avenue
Minneapolis, MN 55411

...

§ 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

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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

...

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.

...

[**X**] 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~~ d by the Project Participants.

...

Contractor Project Construction begins

PAGE 5

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

...

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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~~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	

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...

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.

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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 08:52:20 CT on 03/20/2024 under Order No. 4104251278 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.

(Signed)

Curtis Hartog, Executive Director

(Title)

3/20/2024

(Dated)

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Exhibit B – Project Charter

2024 Finance Remodel – Second & Fourth Floor

Description

Project consists of limited remodel and security upgrades of +/- 1,440 SF of existing office space for department offices for Minneapolis Public Schools on the second and fourth floor of the central office.

Contract Sum

The Contract Sum shall be $122,376.00

Exhibit D – Project Schedule

Project Name and Number

MPS Project Number: 24DCEN001
Project Name: Finance Remodel – Second and Fourth Floor
School: John B Davis Education Center
Address: 1250 W Broadway Avenue, Minneapolis, MN 55411
OP#: -

Description

Project consists of limited remodel and security upgrades of +/- 1,440 SF of existing office space for department offices for Minneapolis Public Schools on the second and fourth floor of the central office.

Schedule

Work will occur during normal occupancy of the building. The General Contractor will provide advance notice to MPS if elevator is needed or if disruptive work will occur so that MPS can inform staff.

Board Meeting Approval: April 16th, 2024
Construction Commences: July 15th, 2024
Final Cleaned: October 8th, 2024
Final Completion: October 10th, 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 _____

Portion of Work (use this if multiple completion/milestone dates)

Portion of Work	Final Completion Date
Second Floor	August 30th, 2024
Fourth Floor	October 10th, 2024

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 Double Line Inc. "Contractor" (collectively "parties") to provide data reporting operations, process automation, and data visualization to Minneapolis Public Schools

TERM OF CONTRACT

1.1 This Contract is effective on 4/12/24 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 8/01/2024, 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 and agrees 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 $891,600.00. Contractor shall

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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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 ***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 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.

15 LIMITATION ON LIABILTY

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

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

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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. 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 contactor. 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

Double Line Inc.
Phone: 512.646.4929
Address: 1817 W Braker Lane, Suite 100, Austin, TX 78758
Email: b.glasspoole@wearedoubleline.com

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.

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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 constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

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

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defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

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: _____

CONTRACTOR NAME

Signature:

Name:
(Printed) Matt Warden

Title: CEO

Date: 04 / 01 / 2024

Doc ID: 25772bd6e56807717ad5a1e0a712d9ffa867725c

Exhibit A:

Deliverables:

Per proposal, “Minneapolis Public School State Reporting Subject Matter Expertise and Development.” Double Line will support Minneapolis Public Schools' state reporting process and conduct necessary data remediations and development for reporting. This engagement will span 12 months, beginning from the project kickoff. The proposed scope of work is detailed across four key areas: Discovery to Infinite Campus Process Changes, State Reporting Operations, Process Automation, and Data Visualizations. Each area is structured to address specific challenges and objectives, from redesigning data reporting processes and improving data submissions to the state, to implementing process automation and developing insightful data visualizations. This comprehensive approach supports MPS with State Reporting processes over the course of the year.

Service Outcome:

As described in Proposal

Method of Evaluation:

Leadership Evaluation

[The remainder of this page intentionally left blank.]

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

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Dropbox Sign

Audit trail

Title	MPS State Reporting Contract
File name	DoubleLine_contract_for_signature.pdf
Document ID	25772bd6e56807717ad5a1e0a712d9ffa867725c
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**04 / 01 / 2024** 16:02:52 UTC-5	Sent for signature to Matt Warden (m.warden@wearedoubleline.com) from info@wearedoubleline.com IP: 69.1.236.118
VIEWED	**04 / 01 / 2024** 16:04:27 UTC-5	Viewed by Matt Warden (m.warden@wearedoubleline.com) IP: 69.1.236.118
SIGNED	**04 / 01 / 2024** 16:04:41 UTC-5	Signed by Matt Warden (m.warden@wearedoubleline.com) IP: 69.1.236.118
COMPLETED	**04 / 01 / 2024** 16:04:41 UTC-5	The document has been completed.

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR GOODS – above $50,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Flagship Recreation "Contractor" (collectively "parties") to provide demolition, hauling, and installation of playground equipment at Bryn Mawr Elementary School.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on February 28, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until February 28, 2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

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 $252,162.10. 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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 *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 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.

15 LIMITATION ON LIABILTY

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

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. 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 contactor. 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 ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; 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. Or, 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.

19.2 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: Capital Planning, Construction, & Maintenance
Attn: Curt Hartog – Executive Director
1250 W Broadway
Minneapolis, MN 55411

Email: Curtis.hartog@mpls.k12.mn.us

CONTRACTOR

NAME: Flagship Recreation
Address: 11123 Upper 33rd St. N, Lake Elmo, MN 55042
Phone: 763.439.3528
Email: bailey@flagshipplay.com

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 constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

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: Curtis Hartog
(Printed)

Title: Executive Director

Date: _____

CONTRACTOR NAME

Signature:

Name: Bailey Wolf
(Printed)

Title: Project Consultant

Date: 2/29/2024

EXHIBIT A: SCOPE OF WORK

Deliverables:

See Exhibit A

Service Outcome:

See Exhibit A

Method of Evaluation

Adherence to drawings dated 02/28/2024.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

See Exhibit A

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR GOODS – above $50,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Flagship Recreation "Contractor" (collectively "parties") to provide demolition, hauling, and installation of playground equipment at Pratt Elementary School.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on February 28, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until February 28, 2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

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 $152,508.76. 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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 *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 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.

15 LIMITATION ON LIABILTY

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

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. 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 contactor. 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 ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; 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. Or, 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.

19.2 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: Capital Planning, Construction, & Maintenance
Attn: Curt Hartog – Executive Director
1250 W Broadway
Minneapolis, MN 55411

Email: Curtis.hartog@mpls.k12.mn.us

CONTRACTOR

NAME: Flagship Recreation
Address: 11123 Upper 33rd St. N, Lake Elmo, MN 55042
Phone: 763.439.3528
Email: bailey@flagshipplay.com

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 constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

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

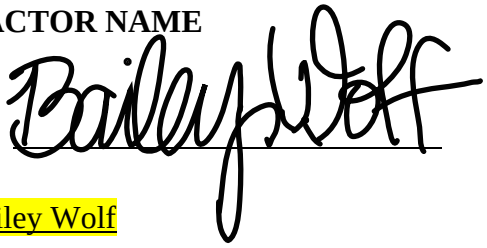
Signature: _____

Name: Curtis Hartog
(Printed)

Title: Executive Director

Date: _____

CONTRACTOR NAME

Signature: 

Name: Bailey Wolf
(Printed)

Title: Project Consultant

Date: 2/29/2024

EXHIBIT A: SCOPE OF WORK

Deliverables:

See Exhibit A

Service Outcome:

See Exhibit A

Method of Evaluation

Adherence to drawings dated 02/28/2024.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

See Exhibit A

Nellie Stone Johnson Water Infiltration & Window Repair

Contract Sum: $793,500.00

Contractor: Greiner Construction

Project Name and Number

Nellie Stone Johnson Water Infiltration Repairs
Minneapolis Public Schools Project Number 22JOHN001
Official Publication Number 24-2416

Description

Work includes renovations and repairs to exterior building shell, including caulking, flashing repair, painting, window replacement, window sill replacement, installation of control joints in accordance with drawings and specifications dated 2/22/24 as prepared by Kodet Architectural Group, Ltd, 15 Groveland Terrace, Minneapolis, MN 55403.

Contract Sum details

Item	Price	Status
Base Bid:	$739,500.00	accepted
Add Alternate Bid No. 1 (Exterior Wall Repairs)	$ 54,000.00	accepted
Add Alternate Bid No. 2 (Site Fence Painting)	$ 16,000.00	rejected
Add Alternate Bid No. 3 (Loading Dock Railing Painting)	$ 6,000.00	rejected
Total Contract Amount	**$793,500.00**	

Contract Documents

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

AIA® Document A101® – 2017

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

AGREEMENT made as of the 18th day of March in the year 2024
(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)

Greiner Construction, Inc.
121 South 8th Street, Suite 1200
Minneapolis, MN 55102

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

Nellie Stone Johnson Elementary School
Water Infiltration and window Repairs
807 N 27th Ave, Minneapolis, MN 55411
Minneapolis Public Schools Project Number 22JOHN001
Official Publication Number 24-2416

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

Kodet Architectural Group, Ltd
15 Groveland Terrace
Minneapolis, MN 55403

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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User Notes: (3B9ADA42)

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.

[X] 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.)

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User Notes: (3B9ADA42)

[ ] 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 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.

(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.

(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,

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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;
- **.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;

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.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.

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§ 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 mayrequest 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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[X] 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)

Joey Weatherly, Project Manager
Greiner Construction, Inc.
121 South 8th Street, Suite 1200
Minneapolis, MN 55102

§ 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.

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§ 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 developement practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

(Paragraphs Deleted)

EXH-B Project Charter
(Paragraph Deleted)

EXH-C Owner Insurance
EXH-D Project Schedule

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(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)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	HANS SIEFFER / PRINCIPAL *(Printed name and title)*

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

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PAGE 1

AGREEMENT made as of the 18th day of March in the year 2024

...

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

...

Greiner Construction, Inc.
121 South 8th Street, Suite 1200
Minneapolis, MN 55102

...

Nellie Stone Johnson Elementary School

...

Water Infiltration and window Repairs

...

807 N 27th Ave, Minneapolis, MN 55411
Minneapolis Public Schools Project Number 22JOHN001
Official Publication Number 24-2416

...

Kodet Architectural Group, Ltd
15 Groveland Terrace
Minneapolis, MN 55403

PAGE 2

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

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...

§ 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.

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...

~~*(Identify each allowance.)*~~

...

~~Item~~	~~Price~~

...

§ 4.4 Unit prices, if ~~any:~~

...

~~*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*~~*any are defined in EXH-B Project Charter.*

...

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

...

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

PAGE 4

~~*(Insert terms and conditions for liquidateddamages, 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.*

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...

§ 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 asprovided 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*

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...

§ 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.

...

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

PAGE 6

§ 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

...

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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 mayrequest 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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[**X**] Litigation in a court of competent jurisdiction

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...

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

...

Joey Weatherly, Project Manager
Greiner Construction, Inc.
121 South 8th Street, Suite 1200
Minneapolis, MN 55102

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Owner prohibits Contractor from using the Work in any marketing material or business developement 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

...

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

...

EXH-C Owner Insurance

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...

EXH-D Project Schedule

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~~[~] The Sustainability Plan:~~

...

~~Title~~	~~Date~~	~~Pages~~

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User Notes: (3B9ADA42)

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 14:37:37 CT on 03/18/2024 under Order No. 4104251278 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)

Curtis Hartog, Executive Director

(Title)

3/18/2024

(Dated)

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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 18th day of March in the year 2024
(In words, indicate day, month and year.)

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

Nellie Stone Johnson Elementary School
Water Infiltration & Window Repairs
807 N 27th Ave, Minneapolis, MN 55411

THE OWNER:
(Name, legal status and address)

Minneapolis Public Schools, SSD#1
1250 W. Broadway Ave, Minneapolis, MN 55411

THE CONTRACTOR:
(Name, legal status and address)

Greiner Construction, Inc.
121 South 8th Street, Suite 1200, Minneapolis, MN 55102

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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.

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance 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.

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

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

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

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits 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.

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§ 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.)

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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 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

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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 18th day of March in the year 2024

...

Nellie Stone Johnson Elementary School
Water Infiltration & Window Repairs
807 N 27th Ave, Minneapolis, MN 55411

...

Minneapolis Public Schools, SSD#1
1250 W. Broadway Ave, Minneapolis, MN 55411

...

Greiner Construction, Inc.
121 South 8th Street, Suite 1200, Minneapolis, MN 55102

PAGE 4

§ 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 .

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User Notes: (1650750531)

§ 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.

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~~[–] § 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

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Exhibit B – Project Charter

Project Name and Number

Nellie Stone Johnson Elementary School
Water Infiltration & Window Repairs
807 N 27th Ave, Minneapolis, MN 55411
Minneapolis Public Schools Project Number 22JOHN001
Official Publication Number 24-2416

Description

Work includes renovations and repairs to exterior building shell, including caulking, flashing repair, painting, window replacement, window sill replacement, installation of control joints in accordance with drawings and specifications dated 2/22/24 as prepared by Kodet Architectural Group, Ltd, 15 Groveland Terrace, Minneapolis, MN 55403.

Contract Sum

The Contract Sum shall be $793,500.00

Alternates

Item	Price	Status
Base Bid:	$739,500.00	accepted
Add Alternate Bid No. 1 (Exterior Wall Repairs)	$ 54,000.00	accepted
Add Alternate Bid No. 2 (Site Fence Painting)	$ 16,000.00	rejected
Add Alternate Bid No. 3 (Loading Dock Railing Painting)	$ 6,000.00	rejected
Total Contract Amount	**$793,500.00**	

Conditions

Item	Price	Conditions for Acceptance
None		

Allowances

Item	Price
None	

Unit Prices

Item	Price per Unit
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 additional 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

Nellie Stone Johnson Water Infiltration & Window Repairs

Minneapolis Public Schools Project Number 22JOHN001
Official Publication Number 24-2416

Description

Work includes renovations and repairs to exterior building shell, including caulking, flashing repair, painting, window replacement, window sill replacement, installation of control joints in accordance with drawings and specifications dated 2/22/24 as prepared by Kodet Architectural Group, Ltd, 15 Groveland Terrace, Minneapolis, MN 55403.

Schedule

MPS Board Approval:	April 16, 2024
Pre-Construction Meeting:	late April 2024
Construction Commences:	On or about April 29, 2024 (weather dependent)
Last day of school:	June 14, 2024
Last Day for Staff:	June 17, 2024
Juneteenth Holiday:	June 19, 2024 (All MPS Buildings Closed)
Summer School:	June 24, 2024 – Aug 9, 2024, Monday -Thursday
MPS Staff back in Building:	August 21, 2024
First day of School:	September 3, 2024
Substantial Completion:	October 4, 2024
Final Completion:	October 31, 2024
Close-out Documents:	December 13, 2024
1-Year Warranty Review	September 2025

Substantial Completion

The Work will be substantially complete on or before _October 4, 2024_.

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

Contract for Goods/Supplies/Materials and/or Labor/Installation

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 Kompan, Inc. "Contractor" (collectively "parties") to provide removal of existing playground and installation of new playground equipment (material & labor) per Kompan Quote#SP133924-1 dated 3/11/2024 for Kenwood Elementary School, Minneapolis, MN.

1 TERM OF CONTRACT

1.1 This Contract is effective on March 11, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until March 11, 2025, 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 related to Labor and Installation set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

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/Vendor under this Contract, including compensation for goods and/or services, including reimbursable expenses (if applicable), shall not exceed $252,000.00. Contractor/Vendor 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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 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.

4. INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 MATERIALS AND LABOR

Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of the District. (Check all that apply)

☐ The following materials will not be included in the Contract Price and are the sole responsibility of the District and will not be covered under warranty by Contractor:

_____NA_____ or attach annexure.

☐ In addition, the Contract Price shall include the following fixtures:

____NA_____ or attach annexure.

9 LICENSES AND PERMITS

(Check one) ☒ Contractor ☐ District shall obtain all licenses and permits necessary for proper completion of the Work. (Check one) ☒ Contractor ☐ District is responsible for the cost of any necessary permits or licenses.

10 LAWS AND REGULATIONS

Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines and any safety requirements of District (the "Applicable Laws"). Contractor shall promptly notify District upon discovery of any variance between the Applicable Laws and the Construction Documents.

11 SUPERVISION OF CONSTRUCTION

Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

12 RECORD DOCUMENTS

Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to District upon completion of the Work. District shall have the right to inspect and review such documents upon notice to Contractor.

13 UTILITIES

(Check one) ☒ Contractor ☐ District shall pay for all permanent electric, water, phone, cable, sewer and gas service as needed to perform the Work. (Check one) ☒ Contractor ☐ District shall pay for the installation, connection and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

14 HAZARDOUS MATERIALS

Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials brought to the Property by Contractor. Hazardous Materials shall include radioactive materials, asbestos, polychlorinated biphenyls, petroleum products, crude oil, flammable materials, chemicals or solvents known to cause cancer or reproductive toxicity, pollutants, contaminants and toxic substances which are restricted, prohibited or regulated by any agency of government in its manufacture, use, maintenance, storage, Ownership or handling. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify District and may cease working until the material or substance has been rendered harmless. District shall defend, indemnify and hold harmless Contractor, any subcontractors, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from contact with the Hazardous Substance in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, provided such claim, damage, loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

15 CONDITION OF THE PROPERTY

Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by District.

16 INSPECTION

District shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

17 SUBCONTRACTS

Contractor shall furnish to District a list of names of subcontractors proposed to perform principal portions of the Work. Contractor shall not employ any subcontractor to whom District reasonably objects. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

18 WORK CHANGES

District reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by District and Contractor, which shall be incorporated by reference herein.

19 OTHER CONTRACTORS

District reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.

20 EXTENSIONS OF TIME

The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor's control or which justify the delay.

21 INDUSTRY LANGUAGE

The language used for terms of this Agreement, unless otherwise defined, shall be construed according to the customary meaning within the construction industry in the area where the Project is located and for the type of Work being performed.

22 CONFIDENTIALITY (Check one)

☐ As a result of Contractor's participation in the Work, Contractor will have access and contribute to information and materials of a highly sensitive nature, including Confidential Information. Contractor hereby warrants that Contractor and its employees and agents shall not (without in each instance obtaining the District's prior written consent) disclose, make commercial or other use of, or give or sell to any person, firm, or corporation, any Confidential Information received directly or indirectly from District or acquired or developed in the course of the performance of this Agreement unless: (1) required to do so pursuant to Applicable Laws (and then only after Contractor has given District prompt written notice of the legal compulsion and, at District's expense, provided by District with cooperation in any attempt District may make to gain a protective order acceptable to District); or (2) it is rightfully in the possession of Contractor from a source other than District prior to the time of disclosure of the information to Contractor under this Contract; or (3) it was in the public domain prior to the time of Contractor's receipt; or (4) it became part of the public domain prior to the time of Contractor's receipt by any means other than an authorized act or omission on the part of Contractor; or (5) it is supplied to Contractor after the time of Contractor's receipt by a third party who was not under any obligation to District to maintain such information in confidence; or (6) it was independently developed by Contractor prior to the time of its receipt from District. All Confidential Information, regardless of form, shall be the property of District and shall be returned to District upon its request, or in any event, at the completion or earlier termination of this Agreement.

☒ Contractor will NOT have access and contribute to Confidential Information.

23 GENERAL TERMS AND CONDITIONS

a. 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.

24 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

a. 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.

25 BACKGROUND CHECKS

a. 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.

b. 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.

26 DATA PRIVACY

a. 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.

27 USE OF DISTRICT NAME OR LOGO

a. 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.

28 INDEPENDENT CONTRACTOR

a. 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.

b. 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.

29 WORKER HEALTH, SAFETY AND TRAINING

a. 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.

30 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

a. 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.

31 INSURANCE

a. 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. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards.

b. 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.

c. 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.

d. 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.

e. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION ($1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under this Contract.

f. Contractor shall procure and maintain and shall cause any Subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed herein. Such coverage shall be procured and maintained with forms and insurers acceptable to the Company/Client. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

g. A Certificate of Insurance shall be completed by the Contractor's Insurance Agent(s) as evidence that policies providing the required coverage, condition, and minimum limits are in full force and effect and shall be subject to review and approval by the Company/Client prior to commencement of any services under this Contract. The Certificate shall identify this Contract and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the Company/Client. The Certificate shall name Company/Client, its officers, and its employees as additional insured with respect to the General Liability Insurance.

h. Failure on the part of the Contractor or Subcontractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material Breach of Contract upon which the Company/Client may immediately terminate this Contract, or at its discretion, the Company/Client may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Company/Client shall be repaid by Contractor to the Company/Client upon demand, or Company/Client may offset the cost of the premium against any monies due to Contractor from the Company/Client.

i. Company/Client reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Contractor agrees to execute any and all documents necessary to allow the Company/Client access to any and all insurance and endorsements pertaining to this particular job.

j. Every policy required above shall be primary insurance, and any insurance carried by the Company/Client, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under the policies required above.

k. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration or types.

l. As an independent contractor the Contractor is not entitled to Worker's Compensation benefits under the Company/Client plan. Furthermore, the Contractor is obligated to pay federal and state income tax on any monies' earned pursuant to this contractual relationship.

m. The parties hereto understand and agree that the Company/Client, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitation or any other rights, immunities, and protections provided by state and federal laws.

32 INDEMNIFICATION

a. 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 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.

33 LIMITATION ON LIABILTY

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

34 CONFLICT OF INTEREST/CODE OF ETHICS

a. 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.

35 COMPLIANCE WITH LAWS AND DEBARMENT

a. 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.

36 TERMINATION

a. 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.

b. District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or

do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. 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.

c. 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 contactor. 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.

37 RETURN OF DATA

a. Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; 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. Or, 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.

b. 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.

38 RECORDS MANAGEMENT AND MAINTENANCE

a. istrict 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.

39 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

Attn: Capital Planning, Construction & Maintenance
Name: Ann Cerney
Title: Project Manager
Email: ann.cerney@mpls/k12.mn.us

1250 W Broadway
Minneapolis, MN 55411

Vendor:

Name: Kompan, Inc.
Attn: John Engfer
Address: 605 W. Howard Lane, Suite 101, Austin, TX 78753
Email: JohEng@Kompan.com 612-940-1138

40 ACKNOWLEDGMENT

a. 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.

b. 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.

41 NON-WAIVER

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

42 ASSIGNMENT

a. 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.

43 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

a. 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 constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

44 WARRANTY

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

the acceptance of the goods or services or payment by District.

b. Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of One (1) year(s) from the date of completion of the Work. Nothing in this Section 15 shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

45 SEVERABILITY

a. 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.

46 SURVIVABILITY

a. 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.

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Ibrahima Diop

Title: Senor Finance & Operations Officer

Date: _____

KOMPAN, INC.

By: _____

Name: Eric Lewis
Title: Treasurer
Date: 04/01/2024

EXHIBIT A: SCOPE OF WORK

Description of Services:

Removal of existing playground and installation of new playground equipment (material & labor) per Kompan Quote#SP133924-1 dated 3/11/2024 for Kenwood Elementary School, Minneapolis, MN.

Demolition: Includes removal and disposal of existing playground equipment; Includes layout and digging for footings; Includes concrete for footings as needed; Includes disposal of packing material; Includes push/pull of EWF to access sub-base; Includes spreading of additional EWF;

- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- MPS to provide 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- MPS shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.

Service Outcome:

New playground will be safe and fully compliant for student play. Wood fiber will be placed.

Method of Evaluation:

Site meeting to confirm quality of installation and zero punchlist items.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

Payment terms shall be per MPS provisions for payment

Sales Proposal

Minneapolis Public Schools
Ann Cerney
1250 W Broadway AVe
Minneapolis, MN 55419

Quote No.	SP133924-1
Customer No.	350181
Document Date	03/11/2024
Expiration Date	05/10/2024

Sales Representative	John Engfer
Email	JohEng@Kompan.com

Project Name US300932 MPS- Kenwood Elementary

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
COR203301-1112	CONE TWISTER INCLUSIVE LIGHT BLUE - IN-GROUND	1	Pieces	21,360.00	15.00	18,156.00
MSV60300-0201	Shop & Kitchen Surface (expansion bolts)	1	Pieces	6,320.00	15.00	5,372.00
FSW21300-CUSTOM	FSW21300 CUSTOM VARIANT 20273668	1	Pieces	5,280.00	15.00	4,488.00
PCMS726651	SIX TOWER MEGA DECK CUSTOM, PE SLIDE, IN-GROUND- BLUE AND YELLOW	1	Pieces	140,000.00	15.00	119,000.00
Engineered Stamped Drawing	Engineered Stamped Drawings	1	Piece	2,000.00		2,000.00
INSTALLATION SERV	REMOVAL OF EQUIPMENT AND OLD EWF, INSTALLATION OF NEW EQUIPMENT, AND APPOX. 4600 Sqf OF EWF	1	Pieces	89,313.00		89,313.00
FREIGHT	Freight	1	Pieces	13,671.00		13,671.00

Description	Qty	Retail Price	Discount	Net Price
No. of Products	4			
Subtotal - Products		172,960.00	25,944.00	147,016.00
Subtotal - Installation		89,313.00		89,313.00
Subtotal - Freight		13,671.00		13,671.00
Total USD				**252.000.00**

Sales Proposal

Quote No.	SP133924-1
Customer No.	350181
Document Date	03/11/2024
Expiration Date	05/10/2024

Minneapolis Public Schools
Ann Cerney
1250 W Broadway AVe
Minneapolis, MN 55419

Sales Representative	John Engfer
Email	JohEng@Kompan.com

Project Name	US300932 MPS- Kenwood Elementary
Payment Terms	Net 30 days

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

_____ _____

Date Equipment needed on site: _____

Bill To: _____

Address: _____

City, State, Zip: _____

Contact: _____

Contact Email: _____

Contact Phone (Office): _____

Ship To: _____

Address: _____

City, State, Zip: _____

Contact: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND North Central Bus & Equipment

This Amendment ("Amendment") to the Contract between Special School District No. 1 and **North Central Bus & Equipment** dated 4/3/2024 ("Contract") is made and entered into by and between Special School District No.1 ("District") and **North Central Bus & Equipment** ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and **North Central Bus & Equipment** ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 1/1/2024 through 6/30/2025 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: Novatus MAS-14347

1. *Original contract amount:* 95,000
2. *Accumulative contract amount:* 115,000

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

Section: 3.1. The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as follows. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $115,000.00 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Additonal $20,000 is needed for the Shop expenses with North Central. Unexpected large volume of work repair was needed which took up most of the current PO, PO needs to be increased.

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: Ibrahima Diop

Title: Senior Officer Finance & Operations

Date: _____

North Central Bus Equipment:

Signature: _____

Name: Dan St. Sauver

Title: Parts Manager

Date: 4/8/24

Updated January, 2020

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND Public Media Engineering

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Public Media Engineering dated 7/1/2023 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Public Media Engineering ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Public Media Engineering ("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: 4400001794/001

1. *Original contract amount:* $91,000
2. *Accumulative contract amount:* $141,000

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

Section: 3.1: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $141,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: 1.1: The monthly maintenance and engineering services have exceed the allotted 108 hours in the original contract. PME will continue to provide radio broadcast and streaming engineering services, support, and consulting to KBEM. Including consultation on CTE Center-North design and construction of radio classroom/labs, and newly configured space for KBEM as well, as planning and execution of temporary move to a remote location to be used until completion of renovation.

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:

Title:

Date: _____

Public Media Engineering:

Signature: _____

Name: Peter Femal

Title: President

Date: 4/12/2024

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Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Pillsbury Safe & Welcoming Entry 2250 NE Garfield Street Minneapolis, MN 55418 MPS OP#22-2217	Contract For: General Construction MD Project #MPS2102 Date: February 15, 2022	Change Order Number: 02 Date: January 31, 2024
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
Minneapolis Public Schools 1250 West Broadway Minneapolis, MN 55411	Miller Dunwiddie 100 South Washington Avenue #500 Minneapolis, MN 55401	RAK Construction, Inc. 21435 Johnson Street NE East Bethel, MN 55011

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.)

See attached - Change Order #2: Summary

The original Contract Sum was	$	562,800.00
The net change by previously authorized Change Orders	$	21,145.57
The Contract Sum prior to this Change Order was	$	583,945.57
The Contract Sum will be increased by this Change Order in the amount of	$	45,702.08
The new Contract Sum including this Change Order will be	$	629,647.65

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged.

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.

Miller Dunwiddie	RAK Construction	Minneapolis Public Schools
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	Brennan Pederson **SIGNATURE**	**SIGNATURE**
Paul G. May, Vice President	Brennan Pederson, Project Manager	Ibrahima Diop, Sr. Officer of Finance and Operations
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
March 6, 2024	March 7, 2024	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA46)

Minneapolis Public Schools Project OP#22-2217 Pillsbury Safe and Welcoming Entry			**Pillsbury Elementary School Renovation**			
			Change Order #2: Summary	Miller Dunwiddie Project #MPS2102 GC: Brennan Pederson, RAK Construction		
CO Item #	**Ref #**	**Date**	**Description**	**Reason for change**	**Add / Deduct**	**Construction cost change**
2.1	RAK CO #5	7/10/2022	PR #003 - Replace Flooring & Paint Existing Walls in Room #100D	Owner Change	Add	$ 4,395.71
2.2	RAK CO #8	11/15/2022	PR #005 - Cabinet and Entrance Door Revisions	Owner Change	Add	$ 6,785.00
2.3	RAK CO #10B	9/15/2023	PR #006 - Plastic Laminate Countertop, Backsplash, and Supports	Owner Change	Add	$ 4,097.82
2.4	RAK CO #6	7/15/2022	Install 6 inch Base instead of 4 inch to cover exisiting damaged wallpaper	Owner Change	Add	$ 1,448.80
2.5	RAK CO #7	7/27/2022	Remove Existing Office Conduit & Re-route Power above Ceiling	Concealed	Add	$ 1,059.45
2.6	RAK CO #9B	1/25/2023	Electrical Changes: Install 8 VFD's, Extend Circuit, VFD Startup.	Owner Change	Add	$ 27,915.30
					Total Change Order Amount	**$45,702.08**
			Original Contract Amount	$562,800.00		
			Net change by previous change orders	$21,145.57		
			Contract amount prior to this change order	$583,945.57		
			Contract amount including this change order			**$629,647.65**

RAK Construction, Inc.

An Affirmative Action, Equal Opportunity Employer

Change Order

21435 Johnson Street NE
East Bethel, MN 55011
Phone (763) 434-4210 Fax (763) 434-8380

DATE July 10, 2022
CO # 5
Job #: J22184
Customer # 612-278-7726
Lstene@millerdunwiddie.com
Prepared by: Joey

Change Order To:
Miller Dunwiddie
100 Washington Ave South, Suite 500
Minneapolis, MN 55401
Attn: Laura Stene

Job Location: Pillsbury Elementary
2250 NE Garfield Street
Minneapolis, MN 55418

RAK Construction proposes to furnish labor and material to complete the work as follows:

Pillsbury Safe & Welcoming Entry - PR #3

Description	AMOUNT	
1. Replace flooring and paint existing walls in room 100D as described in PR #3 dated 6/9/22.	Materials:	Labor:
Demo Flooring & Prep Concrete:	$ -	$ 400.00
New Flooring	$ 2,015.00	$ 840.00
Painting:	$ 150.00	$ 725.00
10% OH&P on RAK Materials & Labor:	$ -	$ 40.00
5% OH&P on Subcontractor Materials & Labor:	$ 108.25	$ 78.25
Subtotal:	$4,356.50	
Bond:	$39.21	
TOTAL	$4,395.71	

Note: Does not include removal of existing textured wallpaper.

This Change Order may be withdrawn or prices may be subject to change if not accepted within 30 days.
If you have any questions concerning this quotation, contact Joey Weatherly 763-434-4210.
Yours truly,

RAK Construction Inc.

Joey Weatherly
Project Manager
joseph.weatherly@rakconstruction.com

Thank you for the opportunity to quote this work

Acceptance of Change Order

The work described above is approved by:

Signed: _____ **Signed:** _____

Date: _____ **Date:** _____

Centennial Flooring

Centennial Flooring 75 West Viking Drive, Suite 102 Little Canada, MN 55117 Phone (651) 209-6355 Fax (651) 209-6356	**REQUEST FOR CHANGE ORDER #** Date:	**PR 3** 6/20/2022
TO: RAK Construction Joey Weatherly 21435 Johnson St NE East Bethel, MN 55011	PROJECT: Pillsbury Elementary PR 3	

DESCRIPTION OF WORK:	
Added Carpet	$1,537.00
Added Interface Adhesive	$188.00
Northern Cargo Freight	$115.00
Johnsonite- 4" Coils straight vinyl base	$96.00
Hanks Freight	$62.00
Vinyl base adhesive	$17.00
Labor 8 hours at $105	$840.00
Total Amount of Change Order Request	**$2,855.00**
Previous Contract Amount	
Revised Contract Amount	**$2,855.00**

Please process a change order to our contract for the amount requested.
Respectfully Submitted by

_____

Project Manager/Estimator Date:

_____ _____

PAINTING BY Karasons

Commercial Painting and Wallcovering
1535 Marshall Ave., St. Paul, MN 55104
Phone:(651) 646-6999 | Fax:(651) 646-6792

Proposal Number: P5455

RAK Construction
21435 Johnson St N.E.

East Bethel, MN 55011
(763) 434-4210
ATTN: Joey Weatherly

Date: 6/20/2022
Job Location: Pillsbury Elementary
2250 Garfield Street
Minneapolis

Arch: **DOP:**
Estimator: John Kolbow

We hereby submit specifications and estimates for:

Interior Paintig - PR 003

Work to be completed

Prep, prime and finish paint walls in Room 100D

Labor - $725.00
Materials - $150.00

We Propose hereby to finish material and labor - complete in accordance with the above specifications, for the sum of : **$ 875.00**

Payment to be made as follows: Monthly progress payments; balance upon completion. A finance charge of 1.5% which is an annual percentage rate of 18% will be charged on all overdue accounts.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra cost will become an extra charge over and above the estimate.

All agreements contigent upon strikes, accidents or delays beyond our control.Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

This bid does not include furnishing of an OCP policy.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 3 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Print Name _____

Date of Acceptance _____

Signature _____

PROPOSAL REQUEST

PR 003

Date:	June 9th, 2022
Project:	Pillsbury Elementary School: Safe and Welcoming Entry
	Miller Dunwiddie Project No. MPS2102
To:	Joey Weatherly, RAK
From:	Laura Stene, Miller Dunwiddie

Indicate, with a check mark below, the reason for the requested change

☐	Unforeseen or concealed condition	☒	Owner/tenant requested change in scope
☐	Coordination with subsequent work	☐	Code item or unanticipated request other than by owner, consultant, or contractor (such as a government body or code official)
☐	Discrepancy among packages, documents, or disciplines	☐	Shop drawing coordination, or a method or material unsuitable or commercially impractical
☐	Schedule acceleration	☐	Contractor request, corrective work, or miscellaneous

Provide an itemized proposal to modify the documents as noted below. Do not proceed with this Change until the change is approved. Include any time extensions in your proposal.

DESCRIPTION

Scope of work:

1. Room 100D to receive new finishes - carpet (CPT-1) and paint (PT-1).

ATTACHMENTS

CC:

Diedra Geye– MPS
Megan Miller – Miller Dunwiddie
Paul May – Miler Dunwiddie

RAK Construction, Inc.

An Affirmative Action, Equal Opportunity Employer

Change Order

21435 Johnson Street NE
East Bethel, MN 55011
Phone (763) 434-4210 Fax (763) 434-8380

DATE November 15, 2022
CO # 8A
Job #: J22184
Customer # 612-278-7726
lstene@millerdunwiddie.com
Prepared by: Angela

Change Order To:
Miller Dunwiddie
100 Washington Ave. South, Suite 500
Minneapolis, MN 55401
Attn:Laura Stene

Job Location:Pillsbury Elementary
2250 NE Garfiled St.
Minneapolis, MN 55418

RAK Construction proposes to furnish labor and material to complete the work as follows:

Pillsbury Safe & Welcoming Entry - PR005

Description		AMOUNT
1. Supply and install (3) sets of under desk cable trays		
2. Supply and install (3) grommets		
3. Modify pull out trash cabinet		
4. Supply and install (4) double hooks for coats in existing tall cabinets		
5. Supply and install (1) closet rod		
6. Remove existing glazing compound from existing vestibule doors		
7. Paint entire exterior entry signage area. Patch holes as needed		
Nakasone	$	675.00
Materials	$	758.30
Labor (50 hrs x $96.69)	$	4,834.50
5% OH&P on Subs	$	33.75
10% OH&P on RAK	$	483.45
TOTAL	$	6,785.00

This Change Order may be withdrawn or prices may be subject to change if not accepted within 30 days.
If you have any questions concerning this quotation, contact Brennan Pederson 763-434-4210.
Yours truly,
RAK Construction Inc.

Brennan Pederson
Project Manager
brennan.pederson@rakconstruction.com

Thank you for the opportunity to quote this work

Acceptance of Change Order
The work described above is approved by:
Signed: _____

Date: _____

PAINTING BY NAKASONE

Commercial Painting and Wallcovering
1535 Marshall Ave., St. Paul, MN 55104
Phone:(651) 646-6999 | Fax:(651) 646-6792

Invoice

Invoice Number: 7472
Invoice Date: 5/23/2023
Job Number: 23208C
Customer Number: RAKCON
Terms: Net 30 Days

RAK Construction
21435 Johnson St N.E.

East Bethel, MN 55011

Job Location: 2250 NE GARFIELD ST

MINNEAPOLIS, MN 55418

Job Contact: Brennan Pederson

Contract Number: Brennan P.

Description	U/M	Quantity	Rate/Unit	Price
Pillsbury Elementary School Patch & paint entry signage background		1.00	675.00	675.00

Pillsbury Safe + Welcoming Entry

Job # J22184

PAY: ( )

INTL: _____

RECEIVED MAY 23 2023

THANK YOU FOR USING PAINTING BY NAKASONE, INC.
MAIL CHECK TO: PO BOX 4518, ST. PAUL, MN 55104

Subtotal	$	675.00
Sales Tax (if applicable)	$	0.00
Retention Amount	$	0.00
Total Due	**$**	**675.00**

Miller Dunwiddie

PROPOSAL REQUEST

PR 005

Date:	October 26, 2022
Project:	Pillsbury Elementary School: Safe and Welcoming Entry
	Miller Dunwiddie Project No. MPS2102
To:	Brennan Pederson, RAK
From:	Laura Stene, Miller Dunwiddie

Indicate, with a check mark below, the reason for the requested change

☐	Unforeseen or concealed condition	☒	Owner/tenant requested change in scope
☐	Coordination with subsequent work	☐	Code item or unanticipated request other than by owner, consultant, or contractor (such as a government body or code official)
☐	Discrepancy among packages, documents, or disciplines	☐	Shop drawing coordination, or a method or material unsuitable or commercially impractical
☐	Schedule acceleration	☐	Contractor request, corrective work, or miscellaneous

Provide an itemized proposal to modify the documents as noted below. Do not proceed with this Change until the change is approved. Include any time extensions in your proposal.

DESCRIPTION

Scope of work:

1. Provide 3x under-desk cable tray wire manager sets
    a. Humanscale NeatTech:
        i. Small, Catena – Black, Black Trim
2. Provide 3x grommets
    a. Mockett Grommets:
    b. XG Series: 2 ¾" inside diameter, 3 ½" overall diameter, Desert Sand
    c. Coordinate locations with Miller Dunwiddie and Owner
3. Pull Out Trash
4. Modify pull out trash cabinet for 2 file drawers. File drawers (height) to align with nearby file drawers. Salvage box, cabinet face, and hardware for reuse if possible.
5. Tall Cabinet
    a. Provide 4 double hooks in tall cabinet for coat storage. Coordinate locations with Miller Dunwiddie.
        i. 1 on each side
        ii. 2 mounted on the back side
        iii. Aluminum with satin finish
        iv. Ives 582A
    b. Provide and install wardrobe rod.
        i. 1 1/16" diameter, chrome plated steel rod supported by appropriate flanges.

   c. Existing shelves rearranged for cubby locations – coordinate with Miller Dunwiddie. Return additional shelves to owner – coordinate with building engineer (Nicole).
6. Vestibule Doors
   a. Remove glazing compound at existing vestibule doors (D100.4E, D100.4F, D100.G, D100.4H) and reglaze.
7. Paint entire exterior entry signage area. Prep surface to receive new finish – finish to have consistent texture, all holes or damage to be patched. Provide color samples to Miller Dunwiddie for review.
   a. Sample to match column finish at exterior

CC:

Diedra Geye– MPS
Kermit Duncan – Miller Dunwiddie
Paul May – Miler Dunwiddie

CABLE MANAGEMENT
SOLUTIONS

Humanscale®

MAINTAINING A CLEAN CLUTTER FREE WORKSTATION is an essential ingredient for office well-being. Studies show that when people's workspaces are tidy, they are able to focus and process information faster, ultimately leading to higher levels of productivity. Humanscale's suite of cable management solutions helps to improve employee productivity by decluttering the workspace to eliminate visual distractions.

NeatUp

Exclusively designed for sit-stand desks, NeatUp is the first cable management solution of its kind to simultaneously self-adjust with the table, while routing power directly to the worksurface via a built-in power strip. Unlike other products that use chains or clips, NeatUp's innovative design effortlessly attaches behind the leg of Humanscale's Float and eFloat tables, keeping cluttered cables organized and out of sight – a perennial problem found in typical cable management solutions.

- Minimalist design allows for smooth vertical adjustment without interference
- Powers devices via built-in power strip with 6 outlets
- Ships fully assembled for quick and easy installation
- Available in 3 finish options to match Float and eFloat bases

NeatTech

An inventive cable management solution, NeatTech provides simple and easy access to cables. Its' light-weight breathable mesh basket design features Velcro ties to conveniently secure wayward cables.

- Designed for quick installation
- Supports a total weight up to 10 lbs (4.5 kg)
- Compatible with most tables tops
- Available in 3 different sizes to fit various types of workstations
- Available in 4 colors including opaque options to completely conceal cables

NeatLinks

Designed for quick and easy installation, NeatLinks routes cables, power strips, and ballasts in any direction – improving the user's access to technology in the workplace.

- Easily installs with 2 screws or double-sided tape
- Textured surface hides fingerprints
- Available in various thicknesses, widths and lengths to route as many cables as needed

Specifications

	NeatUp	NeatTech	NeatLinks
Application	Humanscale Height-Adjustable Table Legs	Table Tops	Any Surface
Power Delivery	Yes (via built-in power strip)	No	No
Weight Capacity	N/A	Up to 10 lbs	Up to 8 lbs
Material	ABS, ABS/PC, Steel, Cable + Electrical Components	Mesh	Plastic
Size Options	Fits Single Stage Float, eFloat Lite, eFloat Flex	**Mini** (24" L x 4.5" D x 4" W) **Small** (38" L x 4.5" D x 4" W) **Large** (48" L x 4.5" D x 4" W)	**Small 17"** (2.6" Diameter, 17" Length) **Large 17"** (3.6" Diameter, 17" Length) **Small 24"** (2.6" Diameter, 24" Length) **Large 24"** (3.6" Diameter, 24" Length) **Slim** (2.75" Diameter, 20.6" Length)
Finish Options	Matching Float/eFloat Finishes: White Black Gray	Pinstripe – Graphite, Gray Trim Catena – Black, Black Trim Catena – Poppyseed, Gray Trim Pinstripe – White, Gray Trim	Black Gray White (Slim only)
Warranty	5 Years	15 Years	15 Years

The Ultimate Clutter-Free Workstation

RAK Construction, Inc.

An Affirmative Action, Equal Opportunity Employer

Change Order

21435 Johnson Street NE
East Bethel, MN 55011
Phone (763) 434-4210 Fax (763) 434-8380

DATE September 15, 2023
CO # 10B
Job #: J22184
Customer # 612-278-7726
lstene@millerdunwiddie.com
Prepared by: Angela

Change Order To:
Miller Dunwiddie
100 Washington Ave. South, Suite 500
Minneapolis, MN 55401
Attn:Laura Stene

Job Location: Pillsbury Elementary
2250 N Garfield Street
Minneapolis, MN 55418

RAK Construction proposes to furnish labor and material to complete the work as follows:

Pillsbury Safe & Welcoming Entry - PR006

Description		AMOUNT
1.Provide and install (1) plam countertop, backsplash and supports. 2. Clean up, supervision and OH&P.		
Casework Sub	$	2,484.57
RAK Installation Labor (14 hrs x $96.69)	$	1,353.66
5% OH&P on Subs	$	124.23
10% OH&P on Labor	$	135.37
TOTAL	$	4,097.82

RAK Construction Inc.
Brennan Pederson
Project Manager
brennan.pederson@rakconstruction.com

Thank you for the opportunity to quote this work

Acceptance of Change Order
The work described above is approved by:
Signed: _____

Date: _____

Janish Wood Products
Custom Woodworking
16030 Central Ave. NE . Ham Lake, MN 55304
763-434-9090 . FAX 763-434-9007

PROPOSAL
February 22, 2023

RAK Construction
Brennan Pederson

Re: Pillsbury, PR 6

We propose to furnish, and **tailgate deliver** the following ……

100 Open Office Countertop	$2,300.00
Sales Tax @ 8.025%	$184.57

TGD Total $2,484.57

Notes: Countertops to match existing. Proposal good for 15 days.

Thank you for the opportunity to quote you on this project. Please call with any questions.

Ken Janish,
Janish Wood Products, Inc.

Miller Dunwiddie

PROPOSAL REQUEST

PR 006

Date:	February 3, 2023
Project:	Pillsbury Elementary School: Safe and Welcoming Entry
	Miller Dunwiddie Project No. MPS2102
To:	Brennan Pederson, RAK
From:	Laura Stene, Miller Dunwiddie

Indicate, with a check mark below, the reason for the requested change

☐	Unforeseen or concealed condition	☒	Owner/tenant requested change in scope
☐	Coordination with subsequent work	☐	Code item or unanticipated request other than by owner, consultant, or contractor (such as a government body or code official)
☐	Discrepancy among packages, documents, or disciplines	☐	Shop drawing coordination, or a method or material unsuitable or commercially impractical
☐	Schedule acceleration	☐	Contractor request, corrective work, or miscellaneous

Provide an itemized proposal to modify the documents as noted below. Do not proceed with this Change until the change is approved. Include any time extensions in your proposal.

DESCRIPTION

Scope of work:

1. Provide and install plam countertop, backsplash and support brackets. Brackets to be installed per manufacturer's recommendations. Brackets to match style and finish of previously installed mailbox brackets (6E/I200).
    a. FV all dimensions. Counter to align with the column to maintain clear space.
    b. Provide shop drawings for Architect's review.

CC:

Diedra Geye– MPS
Kermit Duncan – Miller Dunwiddie
Megan Miller – Miller Dunwiddie
Paul May – Miler Dunwiddie

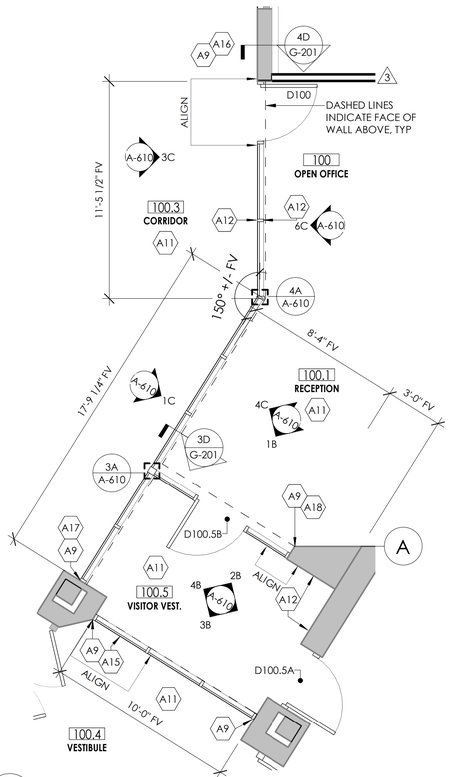
FLOOR PLAN NOTES

1. SEE ALSO G000 AND TITLE SHEET G050 FOR GENERAL PROJECT NOTES, SYMBOLS, MATERIALS AND ABBREVIATIONS.
2. ALL KEYNOTES MAY NOT NECESSARILY BE USED ON THIS SHEET. KEYNOTES WITHOUT ARROWS APPLY TO THE ENTIRE ROOM WITHIN THE SCOPE OF THE PROJECT.
3. SEE SHEET G201 FOR PARTITION TYPES.
4. SEE AD SERIES DRAWINGS FOR DEMOLITION
5. SEE I SERIES DRAWINGS FOR INTERIOR DETAILS AND FINISHES.
6. MECHANICAL, ELECTRICAL, AND PLUMBING ITEMS ARE SHOWN FOR REFERENCE AND COORDINATION ONLY. SEE MEP DRAWINGS FOR EXTENT OF WORK.
7. PROVIDE BLOCKING OR BACKER MATERIAL FOR ATTACHMENT/MOUNTING OF WALL HUNG ITEMS OR EQUIPMENT DESCRIBED IN THE DOCUMENTS.
8. PATCH AND REPAIR ITEMS DAMAGED BY DEMOLITION AND NEW CONSTRUCTION ACTIVITIES SUCH THAT THEY MATCH THE PRE-DAMAGED CONDITIONS.
9. ALL EXISTING INTERIOR MASONRY WALLS TO BE CLEANED THOROUGHLY OF ALL SCUFFS, STAINS, MARKINGS ETC.

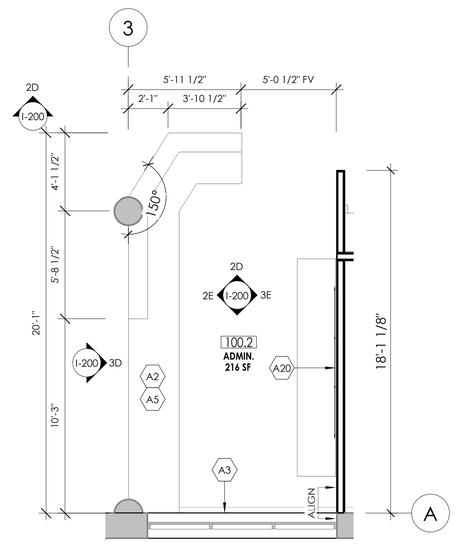
KEYNOTES - ARCHITECTURAL

No	DESCRIPTION
A1	DASHED LINE INDICATES EDGE OF OPENING ABOVE
A2	CENTER CASEWORK EDGE LOCATION ON GRIDLINE/COLUMN
A3	EXISTING RADIATOR/ RADIATOR COVER
A4	WALL AT EXISTING RADIATOR COVER/PIPE LOCATION - COORD W/ MECH
A5	RECEPTION DESK - SEE INTERIOR ELEVATIONS
A7	MATCH EXISTING ANCHORAGE FOR MAILBOXES
A8	WALKOFF MAT
A9	EXPANSION JOINT
A10	INFILL EXIST WALL OPENING WITH GYPBOARD PARTITION, THICKNESS TO MATCH EXISTING WALL
A11	PATCH AND REPAIR WALLS, WALL AND FLOOR FINISHES - UTILIZE SALVAGED FLOOR TILES OR OWNER'S STOCK IN 100.4
A12	WALL MOUNTED DOOR CONTROLS - SEE TECHNOLOGY
A13	DOORS TO ALIGN WITH EXISTING INTERIOR OPENING
A15	ALIGN PARTITION AND STOREFRONT SYSTEM WITH EXISTING SOFFIT - TIE NEW FRAMING ABOVE STOREFRONT W/ EXISTING SOFFIT FRAMING
A16	ALIGN PARTITION AND STOREFRONT SYSTEM WITH EXISTING WALL
A17	ALIGN PARTITION AND STOREFRONT SYSTEM WITH BREAK METAL
A18	PARTITION THICKNESS 9 1/4" +/- MTL STUD W/ 5/8" GYP BD ON EITHER SIDE - ALIGN WITH EXIST
A19	INSTALL SALVAGED DOOR - PATCH AND REPAIR
A20	MAGNETIC GLASS MARKERBOARD
A21	SALVAGED MARKERBOAD - COORDINATE LOCATION WITH OWNER

4D / A-410 ENLARGED FLOOR PLAN - LEVEL 1
1/8" = 1'-0"



2D / A-410 ENLARGED FLOOR PLAN - INTERIOR STOREFRONT
1/4" = 1'-0"



1D / A-410 ENLARGED FLOOR PLAN - 100.2 ADMIN
1/4" = 1'-0"

PROJECT NORTH

Miller Dunwiddie
millerdunwiddie.com
100 Washington Ave South, Suite 500
Minneapolis, Minnesota 55401
612 337 0000

emanuelson-podas consulting engineers
trueNORTH consulting group
MEYER | BORGMAN | JOHNSON
STRUCTURAL DESIGN + ENGINEERING
MPS MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature

Paul G. May
Name

01/10/2022 Date
19503 License #

PROJECT

PILLSBURY SAFE & WELCOMING ENTRY

MINNEAPOLIS PUBLIC SCHOOLS

MPS PO# 22-2217

PILLSBURY ELEMENTARY SCHOOL
2250 NE GARFIELD ST,
MINNEAPOLIS, MN 55418

REVISED

Mark	Date	Description
1	01/18/2022	ADDENDUM 1
3	04/18/2022	PR 001
4	04/12/2022	ASI 001
5	04/25/2022	ASI 003
9	02/03/2022	PR 006

Project Number:	MPS2102
Date:	01/10/2022
Drawn By:	LES
Checked By:	PGM

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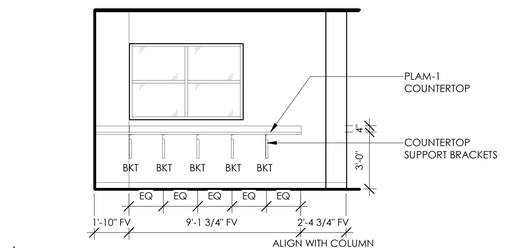
DRAWING TITLE

ENLARGED FLOOR PLANS

DRAWING NUMBER

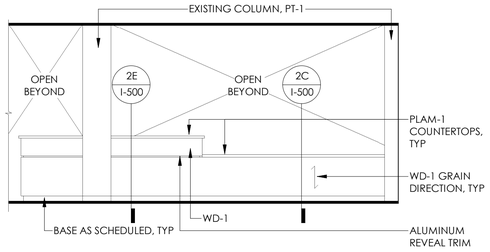
A-410

C:\Users\LES\Documents\MPS2102_PILLSBURY_EV21_ARCH_2020_lalena.rvt

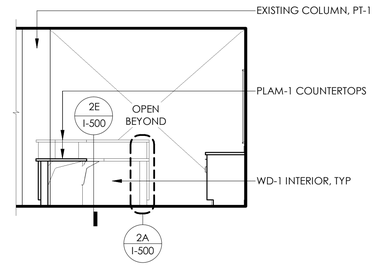


9

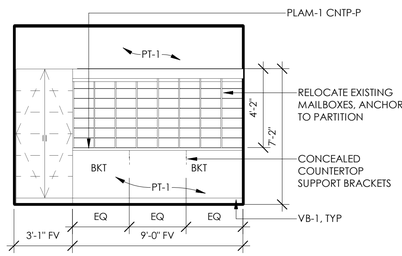
1 / I-200 OPEN OFFICE 100 - EAST ELEVATION
1/4" = 1'-0"



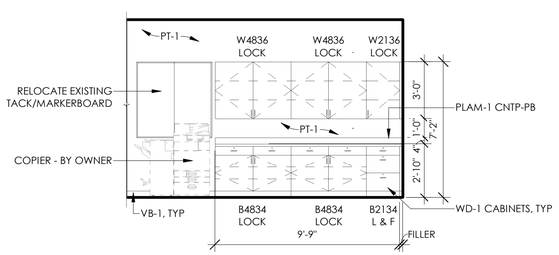
3D / I-200 ADMIN 100.2 - EAST ELEVATION
1/4" = 1'-0"



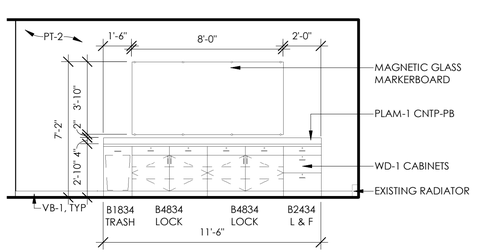
2D / I-200 ADMIN 100.2 - NORTH ELEVATION
1/4" = 1'-0"



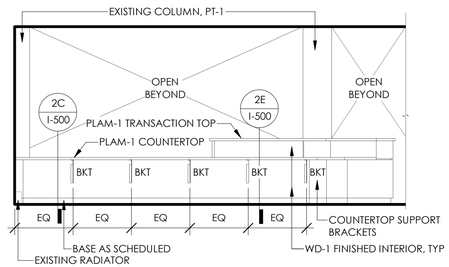
6E / I-200 OPEN OFFICE 100 - WEST ELEVATION
1/4" = 1'-0"



5E / I-200 OPEN OFFICE 100 - SOUTH ELEVATION
1/4" = 1'-0"



3E / I-200 ADMIN 100.2 - EAST ELEVATION
1/4" = 1'-0"



2E / I-200 ADMIN 100.2 - WEST ELEVATION
1/4" = 1'-0"

Miller Dunwiddie

millerdunwiddie.com
100 Washington Ave South, Suite 500
Minneapolis, Minnesota 55401
612 337 0000

emanuelson-podas consulting engineers
trueNORTH consulting group
MEYER | BORGMAN | JOHNSON
STRUCTURAL DESIGN + ENGINEERING
MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature

Paul G. May
Name

01/10/2022 — Date
19503 — License #

PROJECT

PILLSBURY SAFE & WELCOMING ENTRY

MINNEAPOLIS PUBLIC SCHOOLS

MPS PO# 22-2217

PILLSBURY ELEMENTARY SCHOOL
2250 NE GARFIELD ST,
MINNEAPOLIS, MN 55418

REVISED

Mark	Date	Description
1	01/18/2022	ADDENDUM 1
9	02/03/2022	PR 006

Project Number:	MPS2102
Date:	01/10/2022
Drawn By:	MJM
Checked By:	PGM

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DRAWING TITLE

INTERIOR ELEVATIONS

DRAWING NUMBER

I-200

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RAK Construction, Inc.

An Affirmative Action, Equal Opportunity Employer

Change Order

21435 Johnson Street NE
East Bethel, MN 55011
Phone (763) 434-4210 Fax (763) 434-8380

DATE July 15, 2022
CO # 6
Job #: J22184
Customer # 612-278-7726
Lstene@millerdunwiddie.com
Prepared by: Joey

Change Order To:
Miller Dunwiddie
100 Washington Ave South, Suite 500
Minneapolis, MN 55401
Attn: Laura Stene

Job Location: Pillsbury Elementary
2250 NE Garfield Street
Minneapolis, MN 55418

RAK Construction proposes to furnish labor and material to complete the work as follows:

Pillsbury Safe & Welcoming Entry - 6 Inch Base

Description	AMOUNT	
1. Provide and install 6" vinyl base instead of 4" to cover up existing damaged wallpaper.	Materials:	Labor:
New Base:	$ 150.00	$ 1,217.50
10% OH&P on RAK Materials & Labor:	$ -	$ -
5% OH&P on Subcontractor Materials & Labor:	$ 7.50	$ 60.88
Subtotal:	$1,435.88	
Bond:	$12.92	
TOTAL	$1,448.80	

This Change Order may be withdrawn or prices may be subject to change if not accepted within 30 days.
If you have any questions concerning this quotation, contact Joey Weatherly 763-434-4210.
Yours truly,

RAK Construction Inc.

Joey Weatherly
Project Manager
joseph.weatherly@rakconstruction.com

Thank you for the opportunity to quote this work

Acceptance of Change Order

The work described above is approved by:

Signed: _____ **Signed:** _____

Date: _____ **Date:** _____

Centennial Flooring

Centennial Flooring 75 West Viking Drive, Suite 102 Little Canada, MN 55117 Phone (651) 209-6355 Fax (651) 209-6356	**REQUEST FOR CHANGE ORDER #** Date:	**6" Base** 7/15/2022
TO: RAK Construction Joey Weatherly 21435 Johnson St NE East Bethel, MN 55011	PROJECT: Pillsbury Elementary 6" base for project	

DESCRIPTION OF WORK:	
Furnish 6" Straight Black 40 vinyl base	$1,180.00
Added base Adhesive	$37.50
Added Labor	$150.00
Total Amount of Change Order Request	**$1,367.50**
Previous Contract Amount	
Revised Contract Amount	**$1,367.50**

Please process a change order to our contract for the amount requested.
Respectfully Submitted by

_____

Project Manager/Estimator

Date:

_____

_____

RAK Construction, Inc.

An Affirmative Action, Equal Opportunity Employer

Change Order

21435 Johnson Street NE
East Bethel, MN 55011
Phone (763) 434-4210 Fax (763) 434-8380

DATE July 27, 2022
CO # 7
Job #: J22184
Customer # 612-278-7726
Lstene@millerdunwiddie.com
Prepared by: Joey

Change Order To:
Miller Dunwiddie
100 Washington Ave South, Suite 500
Minneapolis, MN 55401
Attn: Laura Stene

Job Location: Pillsbury Elementary
2250 NE Garfield Street
Minneapolis, MN 55418

RAK Construction proposes to furnish labor and material to complete the work as follows:

Pillsbury Safe & Welcoming Entry - Office Conduit

Description	AMOUNT	
At the existing conduit concealed in one of the removed office walls:	Materials:	Labor:
1. Remove coax cable up to the nearest junction box and demo the associated conduit.		
2. Demo line voltage conduits. Re-route power as needed above the office ceiling.		
Electrician:	$ 260.00	$ 740.00
10% OH&P on RAK Materials & Labor:	$ -	$ -
5% OH&P on Subcontractor Materials & Labor:	$ 13.00	$ 37.00
Subtotal:	$1,050.00	
Bond:	$9.45	
TOTAL	$1,059.45	

This Change Order may be withdrawn or prices may be subject to change if not accepted within 30 days.
If you have any questions concerning this quotation, contact Joey Weatherly 763-434-4210.
Yours truly,

RAK Construction Inc.

Joey Weatherly
Project Manager
joseph.weatherly@rakconstruction.com

Thank you for the opportunity to quote this work

Acceptance of Change Order

The work described above is approved by:

Signed: _____ **Signed:** _____

Date: _____ **Date:** _____

Electrical Solutions

3061 103RD LANE NE
SUITE 200
BLAINE, MN55449
651-287-1100
651-287-1101 FAX

NTE PROPOSAL

FROM: Thomas Maxwell / thomasm@neoelectrical.com

DATE: 8/30/2022

RE: MPS Pillsbury Safe & Welcoming Entry – CHANGE ORDER

Joey

Please consider this proposal for the work based on our discussion, the information provided and our onsite visit. We will:

- Terminate the coax cable and leave the junction box above ceiling
- Maintain circuit in conduit for desk and terminate others as needed back to nearest jbox or source
- Re-route circuits above ceiling for new power requirements

Total Not to Exceed: **$1,100.00**

$260 Material $740 Labor $100 Markup ($26M $74L)

Thomas Maxwell (612) 741-6887 Assistant PM

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. Neo Electrical Solutions will not be held liable for agreements contingent upon strikes, accidents, or delays beyond our control. Building owner to carry fire, property, and other necessary insurance. Our workers are covered by workmen's compensation insurance. Roof penetrations to be provided by others unless otherwise noted. Neo Electrical Solutions will not be responsible for, nor will bid on this project, any work or cost of asbestos abatement. Building owner to provide safe work area with free access to carry out above work. Upgrading of existing systems to meet the most current codes is limited to scope of work detailed above.

All work to be performed during normal workday on straight time unless otherwise noted.

RAK Construction, Inc.

An Affirmative Action, Equal Opportunity Employer

Change Order

21435 Johnson Street NE
East Bethel, MN 55011
Phone (763) 434-4210 Fax (763) 434-8380

DATE January 25, 2023
CO # 9B
Job #: J22184
Customer # 612-278-7726
lstene@millerdunwiddie.com
Prepared by: Angela

Change Order To:
Miller Dunwiddie
100 Washington Ave. South, Suite 500
Minneapolis, MN 55401
Attn:Laura Stene

Job Location: Pillsbury Elementary
2250 N Garfield Street
Minneapolis, MN 55418

RAK Construction proposes to furnish labor and material to complete the work as follows:

Pillsbury Safe & Welcoming Entry - Electrical Changes

Description	AMOUNT
VFD's	
1. Provide/ install (8) VFD's.	
2. Provide/ install up to 575' of 1"C and control wire as necessary to extend circuit.	
3. Provide VFD Startup.	
4. ESD is early March 2023 for complete lot of drives.	
Electrical Materials (8 VFD's, EMT, BAS Cable & Misc. Parts)	$ 23,400.00
Electrical Labor (102 hrs @ $95.00 per hour)	$ 10,750.00
5% OH&P on Subs	$ 1,707.50
VFD's Total	$ 35,857.50
****Upon approval, this project qualifies for an estimated Xcel Energy rebate of $7,564.00 paid directly to customer. Includes additional 25% bonus subject to timeline.**	
Electrical after Rebate	$ 26,586.00
5% OH&P on Subs	$ 1,329.30
VFD's Total after Rebate	$ 27,915.30

RAK Construction Inc.
Brennan Pederson
Project Manager
brennan.pederson@rakconstruction.com

Thank you for the opportunity to quote this work

Acceptance of Change Order
The work described above is approved by:
Signed: _____

Date: _____

MOTOR STARTERS

- Provide/Install QTY 8 standalone motor starters with hand/off/auto
- Provide/Install up to 575' of 1"C and control wire as necessary to extend circuit
- ESD is 8 days

Total Not to Exceed: **$24,750.00**

$13,000 Material $11,750 Labor (Markup $2475)

VFD'S

- Provide/Install QTY 8 VFD's
- Provide/Install up to 575' of 1"C and control wire as necessary to extend circuit
- Provide VFD Startup
- ESD is early March 2023 for complete lot of drives

Total Not to Exceed: **$34,150.00**

$23,400 Material $10,750 Labor (Markup $3415)

Upon approval this project qualifies for an estimated Xcel Energy rebate of $7,564 paid directly to customer. Includes additional 25% bonus subject to timeline.

Estimated Total after Rebate: **$26,586.00**

Thomas Maxwell (612) 741-6887 Assistant PM

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. Neo Electrical Solutions will not be held liable for agreements contingent upon strikes, accidents, or delays beyond our control. Building owner to carry fire, property, and other necessary insurance. Our workers are covered by workmen's compensation insurance. Roof penetrations to be provided by others unless otherwise noted. Neo Electrical Solutions will not be responsible for, nor will bid on this project, any work or cost of asbestos abatement. Building owner to provide safe work area with free access to carry out above work. Upgrading of existing systems to meet the most current codes is limited to scope of work detailed above.

All work to be performed during normal workday on straight time unless otherwise noted.

1083750/CPN 3/3944

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

Contract for Goods/Supplies/Materials and/or Labor/Installation

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 SVL "Contractor" (collectively "parties") to purchase and install air handling unit for Ericsson school to Plant Maintenance.

1 TERM OF CONTRACT

1.1 This Contract is effective on 3/18/24 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 12/31/24, 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 related to Labor and Installation set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

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/SVL under this Contract, including compensation for goods and/or services, including reimbursable expenses (if applicable), shall not exceed $248,881. Contractor/SVL 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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 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.

4. INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 MATERIALS AND LABOR

Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of the District. (Check all that apply) Not Applicable

☐ The following materials will not be included in the Contract Price and are the sole responsibility of the District and will not be covered under warranty by Contractor:

_____ or attach annexure.

☐ In addition, the Contract Price shall include the following fixtures:

_____ or attach annexure.

9 LICENSES AND PERMITS

(Check one) ☒ Contractor ☐ District shall obtain all licenses and permits necessary for proper completion of the Work. (Check one) ☒ Contractor ☐ District is responsible for the cost of any

necessary permits or licenses.

10 LAWS AND REGULATIONS

Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines and any safety requirements of District (the "Applicable Laws"). Contractor shall promptly notify District upon discovery of any variance between the Applicable Laws and the Construction Documents.

11 SUPERVISION OF CONSTRUCTION

Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

12 RECORD DOCUMENTS

Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to District upon completion of the Work. District shall have the right to inspect and review such documents upon notice to Contractor.

13 UTILITIES

(Check one) ☒ Contractor ☐ District shall pay for all permanent electric, water, phone, cable, sewer and gas service as needed to perform the Work. (Check one) ☒ Contractor ☐ District shall pay for the installation, connection and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

14 HAZARDOUS MATERIALS

Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials brought to the Property by Contractor. Hazardous Materials shall include radioactive materials, asbestos, polychlorinated biphenyls, petroleum products, crude oil, flammable materials, chemicals or solvents known to cause cancer or reproductive toxicity, pollutants, contaminants and toxic substances which are restricted, prohibited or regulated by any agency of government in its manufacture, use, maintenance, storage, Ownership or handling. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify District and may cease working until the material or substance has been rendered harmless. District shall defend, indemnify and hold harmless Contractor, any subcontractors, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from contact with the Hazardous Substance in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, provided such claim, damage,

loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

15 CONDITION OF THE PROPERTY

Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by District.

16 INSPECTION

District shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

17 SUBCONTRACTS

Contractor shall furnish to District a list of names of subcontractors proposed to perform principal portions of the Work. Contractor shall not employ any subcontractor to whom District reasonably objects. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

18 WORK CHANGES

District reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by District and Contractor, which shall be incorporated by reference herein.

19 OTHER CONTRACTORS

District reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.

20 EXTENSIONS OF TIME

The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other

causes beyond Contractor's control or which justify the delay.

21 INDUSTRY LANGUAGE

The language used for terms of this Agreement, unless otherwise defined, shall be construed according to the customary meaning within the construction industry in the area where the Project is located and for the type of Work being performed.

22 CONFIDENTIALITY (Check one)

☐ As a result of Contractor's participation in the Work, Contractor will have access and contribute to information and materials of a highly sensitive nature, including Confidential Information. Contractor hereby warrants that Contractor and its employees and agents shall not (without in each instance obtaining the District's prior written consent) disclose, make commercial or other use of, or give or sell to any person, firm, or corporation, any Confidential Information received directly or indirectly from District or acquired or developed in the course of the performance of this Agreement unless: (1) required to do so pursuant to Applicable Laws (and then only after Contractor has given District prompt written notice of the legal compulsion and, at District's expense, provided by District with cooperation in any attempt District may make to gain a protective order acceptable to District); or (2) it is rightfully in the possession of Contractor from a source other than District prior to the time of disclosure of the information to Contractor under this Contract; or (3) it was in the public domain prior to the time of Contractor's receipt; or (4) it became part of the public domain prior to the time of Contractor's receipt by any means other than an authorized act or omission on the part of Contractor; or (5) it is supplied to Contractor after the time of Contractor's receipt by a third party who was not under any obligation to District to maintain such information in confidence; or (6) it was independently developed by Contractor prior to the time of its receipt from District. All Confidential Information, regardless of form, shall be the property of District and shall be returned to District upon its request, or in any event, at the completion or earlier termination of this Agreement.

☒ Contractor will NOT have access and contribute to Confidential Information.

23 GENERAL TERMS AND CONDITIONS

a. 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.

24 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

a. T

he 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.

25 BACKGROUND CHECKS

a. 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.
b. 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.

26 DATA PRIVACY

a. 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.

27 USE OF DISTRICT NAME OR LOGO

a. 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.

28 INDEPENDENT CONTRACTOR

a. 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.

b. 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.

29 WORKER HEALTH, SAFETY AND TRAINING

a. 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.

30 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

a. 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.

31 INSURANCE

a. 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. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards.

b. 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.

c. 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.

d. 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.

e. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION ($1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under this Contract.

f. Contractor shall procure and maintain and shall cause any Subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed

herein. Such coverage shall be procured and maintained with forms and insurers acceptable to the Company/Client. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

g. A Certificate of Insurance shall be completed by the Contractor's Insurance Agent(s) as evidence that policies providing the required coverage, condition, and minimum limits are in full force and effect and shall be subject to review and approval by the Company/Client prior to commencement of any services under this Contract. The Certificate shall identify this Contract and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the Company/Client. The Certificate shall name Company/Client, its officers, and its employees as additional insured with respect to the General Liability Insurance.

h. Failure on the part of the Contractor or Subcontractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material Breach of Contract upon which the Company/Client may immediately terminate this Contract, or at its discretion, the Company/Client may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Company/Client shall be repaid by Contractor to the Company/Client upon demand, or Company/Client may offset the cost of the premium against any monies due to Contractor from the Company/Client.

i. Company/Client reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Contractor agrees to execute any and all documents necessary to allow the Company/Client access to any and all insurance and endorsements pertaining to this particular job.

j. Every policy required above shall be primary insurance, and any insurance carried by the Company/Client, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under the policies required above.

k. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration or types.

l. As an independent contractor the Contractor is not entitled to Worker's Compensation benefits under the Company/Client plan. Furthermore, the Contractor is obligated to pay federal and state income tax on any monies' earned pursuant to this contractual relationship.

m. The parties hereto understand and agree that the Company/Client, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision

of this Contract, the monetary limitation or any other rights, immunities, and protections provided by state and federal laws.

32 INDEMNIFICATION

a. 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 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.

33 LIMITATION ON LIABILTY

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

34 CONFLICT OF INTEREST/CODE OF ETHICS

a. 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.

35 COMPLIANCE WITH LAWS AND DEBARMENT

a. 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.

36 TERMINATION

a. 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.

b. District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. 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.

c. 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 contactor. 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.

37 RETURN OF DATA

a. Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; 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. Or, 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.

b. 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.

38 RECORDS MANAGEMENT AND MAINTENANCE

a. 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.

39 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

Attn: Plant Maintenance
Name: Grant Lindberg
Title: Manager
Email:
Grant.Lindberg@mpls.k12.mn.us
1225 N 7th Street
Minneapolis, MN 55411

Vendor

Name: SVL

Attn: Cameron Sigecan

Address: 2920 Centre Pointe Drive, Roseville MN 55115 (651) 415-2565

Email: Cams@svl.com

40 ACKNOWLEDGMENT

a. 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.

b. 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.

41 NON-WAIVER

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

42 ASSIGNMENT

a. 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.

43 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

a. 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 constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

44 WARRANTY

a. Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

b. Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of 1 one year(s) from the date of completion of the Work. Nothing in this Section 15 shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

5 year Compressor parts warranty

45 SEVERABILITY

a. 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.

46 SURVIVABILITY

a. 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.

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

(Printed)

Title: _____

Date: _____

CONTRACTOR NAME

By: Cameron Sigecan

Name: Cameron Sigecan

(Printed)

Title: Sales Engineer

Date: 3/15/2024

EXHIBIT A: SCOPE OF WORK

Description of Services:

Install new air handling unit

Service Outcome:

New air handling unit

Method of Evaluation:

Timely delivery and quality materials

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR GOODS – above $50,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Scholastic Inc.
"Contractor" (collectively "parties") to provide Scholastic Summer Reading + at Minneapolis Public Schools Grades PK-5

1 TERM OF CONTRACT

1.1 This Contract is effective on April 8th, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 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/delivery of goods set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

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/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed $378,821.49. Contractor/Vendor 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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 *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.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 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.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 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.

10 DATA PRIVACY

10.1 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.

10.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign Exhibit C ("Student Data Privacy"). "School-issued devices," as used herein, refers to hardware or software that is provided to an individual

student for that student's dedicated personal use, and includes devices issued through a one-to-one program.

11 USE OF DISTRICT NAME OR LOGO

11.1 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.

12 INDEPENDENT CONTRACTOR

12.1 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.

12.2 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.

13 WORKER HEALTH, SAFETY AND TRAINING

13.1 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.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

14.1 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.

15 INSURANCE

15.1 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.

15.2 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.

15.3 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.

16 INDEMNIFICATION

16.1 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 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.

17 LIMITATION ON LIABILTY

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

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 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.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 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.

20 TERMINATION

20.1 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.

20.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. 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.

20.3 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 contactor. 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.

21 RETURN OF DATA

21.1 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.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 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.

23 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: Academic Division
Attn: Maria Rollinger and Aimee Fearing
1250 W Broadway

Minneapolis, MN 55411
Email: maria.rollinger@mpls.k12.mn.us and aimee.fearing@mpls.k12.mn.us

CONTRACTOR

NAME: Scholastic Inc.
Address: PO Box 639852
Phone: 612-418-5278
Email: phelberg@scholastic.com

ACKNOWLEDGMENT

23.1 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.

23.2 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.

24 NON-WAIVER

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

25 ASSIGNMENT

25.1 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.

26 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

26.1 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 constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

27 WARRANTY

27.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

28 SEVERABILITY

28.1 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.

29 SURVIVABILITY

29.1 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: Aimee Fearing
(Printed)

Title Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: _____

Name: Click or tap here to enter text.
(Printed)

Title: Click or tap here to enter text.

Date: _____

EXHIBIT A: SCOPE OF WORK

Deliverables:

6 pack of books for MPS PK-5th grade students

Service Outcome:

To provide summer reading opportunities to all Pk-5 students.

Method of Evaluation

Principal, Teacher, and Family feedback through survey.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

6 pack of books for MPS PK-5th grade students

Product	Source Code	Item Detail	Quantity	List Price	Your Price	Total Price
My Books Summer Junior Tote Bag - Lime	5PF	653402	417	$5.25	$5.25	$2,189.25
My Books Summer Drawstring Bag - Black	5PF	631261	3,232	$5.25	$5.25	$16,968.00
My Books Summer Drawstring Bag - Lime	5PF	631262	1,645	$5.25	$5.25	$8,636.25
My Books Summer Drawstring Bag - Orange	5PF	631263	1,766	$5.25	$5.25	$9,271.50
My Books Summer Drawstring Bag - White	5PF	631244	3,405	$5.25	$5.25	$17,876.25
My Books Summer Grade 1 Fiction/ Nonfiction 6-Book Pack	6PZ	818477	1,571	$62.57	$27.96	$43,925.16
My Books Summer Grade 2 Fiction/ Nonfiction 6-Book Pack	6PZ	818478	1,589	$53.53	$27.96	$44,428.44
My Books Summer Grade 3 Fiction/ Nonfiction 6-Book Pack	6PZ	818479	1,446	$52.57	$27.96	$40,430.16
My Books Summer Grade 4 Fiction/ Nonfiction 6-Book Pack	6PZ	818480	1,506	$61.57	$27.96	$42,107.76
My Books Summer Grade 5 Fiction/ Nonfiction 6-Book Pack	6PZ	818482	1,396	$61.49	$27.96	$39,032.16
My Books Summer Grade K Fiction/ Nonfiction 6-Book Pack	6PZ	818476	1,465	$54.45	$27.96	$40,961.40
My Books Summer Grade PreK Fiction/ Nonfiction 6-Book Pack	6PZ	818474	361	$51.00	$27.96	$10,093.56
My Books Summer Spanish Grade 1 Fiction/Nonfiction 6-Book Pack	6PZ	819727	195	$47.49	$27.96	$5,452.20

My Books Summer Spanish Grade 2 Fiction/Nonfiction 6-Book Pack	6PZ	819728	179	$53.57	$27.96	$5,004.84
My Books Summer Spanish Grade 3 Fiction/Nonfiction 6-Book Pack	6PZ	819729	191	$46.61	$27.96	$5,340.36
My Books Summer Spanish Grade 4 Fiction/Nonfiction 6-Book Pack	6PZ	826201	169	$54.65	$27.96	$4,725.24
My Books Summer Spanish Grade 5 Fiction/Nonfiction 6-Book Pack	6PZ	826202	161	$53.53	$27.96	$4,501.56
My Books Summer Spanish Grade K Fiction/Nonfiction 6-Book Pack	6PZ	819726	180	$53.49	$27.96	$5,032.80
My Books Summer Spanish Grade PreK Fiction/Nonfiction 6-Book Pack	6PZ	819725	56	$55.49	$27.96	$1,565.76
					Subtotal:	$347,542.65

* Shipping and handing only applies to print materials.
**State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560- 6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101

* Shipping and Handling	**31,278.84**
Grand Total	$378,821.49

Special Promotions Applied
20% discount with purchase of 5 or more My Book Summer collections. Exp 5/31/24

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term "educational data" shall have the meaning ascribed to it under the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.

2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.

3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.

4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.

5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.

   a. The term "commercial purpose," does not include providing the specific services agreed upon in this Contract.

   b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor's site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.

6. Contractor's employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor's employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.

8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.

9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a "technology provider" for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature _____ Name _____

Title

Date

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR GOODS – above $50,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Storage Solutions "Contractor" (collectively "parties") to provide Storage and Racking for Warehouse at Warehouse on Royalston.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on March 5, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until March 5, 2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

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 $286,428. 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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 *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 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.

15 LIMITATION ON LIABILTY

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

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. 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 contactor. 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 ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; 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. Or, 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.

19.2 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: Capital Planning, Construction, & Maintenance
Attn: Curt Hartog – Executive Director
1250 W Broadway
Minneapolis, MN 55411

Email: Curtis.hartog@mpls.k12.mn.us

CONTRACTOR

NAME: Landon Wallace - Storage Solutions
Address: 910 East 169th Street, Westfield, IN 46074
Phone: 651.448.7062
Email: lwallace@storage-solutions.com

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 constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

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:
(Printed)

Title: Board of Education

Date: _____

CONTRACTOR NAME

Signature: Landon Wallace

Name: Landon Wallace
(Printed)

Title: National Accounts Manager

Date: March 28th, 2024

EXHIBIT A: SCOPE OF WORK

Deliverables:

See RFP Response including option to substitute bolted racking with welded racking.

Service Outcome:

See RFP Response

Method of Evaluation

Adherence to drawings provided in RFP dated February 23, 2024.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

See RFP Response

DocuSign Envelope ID: 3EAE0B9D-9524-40E5-B538-E17B3117BD66

TOSHIBA

Statement of Services
Change Order Authorization

This exhibit is hereby incorporated by reference to the Statement of Service ("SOS") and by and between Toshiba America Business Solutions, Inc. ("Contractor" and ("Client").

Associated Project SOS Name: Document Backfile Scanning executed on July 12, 2023
Associated Project MSSA Name: MSSA_05_30_2023
Change Order Number: **0001**

This Statement of Services Change Order Authorization ("COA") is made and entered into by and between **Toshiba America Business Solutions, Inc. ("TABS")**, including its division **Toshiba Business Solutions** ("**Contractor**"), located at 25530 Commercentre Drive, Lake Forest, CA 92630, and **Minneapolis Public Schools**, located at **1250 W Broadway Ave, Minneapolis, MN 55411** ("**CLIENT ADDRESS**"), collectively "parties". This COA is hereby incorporated by reference into the Statement of Services ("SOS") between the Parties as of the Effective Date below. This COA shall continue in effect until the termination or expiration of the SOS, unless sooner terminated in accordance with the terms of the SOS or as indicated herein. Parties agree that this COA hereby amends and/or modifies the referenced SOS as follows:

Effective Date: February 26th, 2024
Purpose of Change: Expanded Scope
Change Description (if attachments are necessary, please number sequentially as Appendices) Original Scope included 960,000 film images. Approximately 1,987,500 were received, for a variance of 1,027,000 additional images. ***Additional detailed effort on following page***
Pricing: $194,129.45 (estimated)
Facsimile and electronic signatures shall have the same effect as written signatures. The Parties have caused this COA to be executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this COA on behalf of the Party they represent:

TOSHIBA		**CLIENT**
Printed Name: Ron Polak		Printed Name:
Signature: DocuSigned by: 3E0DA40B2BC7441...		Signature:
Title: VP & GM		Title:
Date: 3/11/2024		Date:

DocuSign Envelope ID: 3EAE0B9D-9524-40E5-B538-E17B3117BD66

TOSHIBA

Item	Unit	Description	QTY	Price	Total
EDM0409-16MM-3	Each	16 MM MICROFILM SCANNING	1,027,000	$0.143	$146,861.00
EDM0412-MW	Each	DS/INDEXING – PER 1000 KEYSTROKES	2,750	$7.937	$21,826.75
EDM0404	Each	DS/OCR - PER IMAGE	1,027,000	$0.024	$24,648.00
EDM0527	Each	DS/BULK DATA TRANSFER	10	$79.37	$793.70
TOTAL					**$194,129.45**

Please note, all numbers are estimates based on information available and calculated at the disclosed rates from original SoS.

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

Contract for Goods/Supplies/Materials and/or Labor/Installation

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 Trane "Contractor" (collectively "parties") to provide Just In Time cooling repair and materials to Plant Maintenance.

1 TERM OF CONTRACT

1.1 This Contract is effective on 7/1/24 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/25, 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 related to Labor and Installation set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

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 Trane under this Contract, including compensation for goods and/or services, including reimbursable expenses (if applicable), shall not exceed $225,000. Contractor Trane 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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3 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.

4. INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 MATERIALS AND LABOR

Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of the District. (Check all that apply)

☐ The following materials will not be included in the Contract Price and are the sole responsibility of the District and will not be covered under warranty by Contractor:

_____ or attach annexure.

☐ In addition, the Contract Price shall include the following fixtures:

_____ or attach annexure.

9 LICENSES AND PERMITS

(Check one) ☑ Contractor ☐ District shall obtain all licenses and permits necessary for proper completion of the Work. (Check one) ☑ Contractor ☐ District is responsible for the cost of any

necessary permits or licenses.

10 LAWS AND REGULATIONS

Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines and any safety requirements of District (the "Applicable Laws"). Contractor shall promptly notify District upon discovery of any variance between the Applicable Laws and the Construction Documents.

11 SUPERVISION OF CONSTRUCTION

Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

12 RECORD DOCUMENTS

Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to District upon completion of the Work. District shall have the right to inspect and review such documents upon notice to Contractor.

13 UTILITIES

(Check one) ☐ Contractor ☑ District shall pay for all permanent electric, water, phone, cable, sewer and gas service as needed to perform the Work. (Check one) ☐ Contractor ☑ District shall pay for the installation, connection and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

14 HAZARDOUS MATERIALS

Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials brought to the Property by Contractor. Hazardous Materials shall include radioactive materials, asbestos, polychlorinated biphenyls, petroleum products, crude oil, flammable materials, chemicals or solvents known to cause cancer or reproductive toxicity, pollutants, contaminants and toxic substances which are restricted, prohibited or regulated by any agency of government in its manufacture, use, maintenance, storage, Ownership or handling. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify District and may cease working until the material or substance has been rendered harmless. District shall defend, indemnify and hold harmless Contractor, any subcontractors, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from contact with the Hazardous Substance in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, provided such claim, damage,

loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

15 CONDITION OF THE PROPERTY

Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by District.

16 INSPECTION

District shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

17 SUBCONTRACTS

Contractor shall furnish to District a list of names of subcontractors proposed to perform principal portions of the Work. Contractor shall not employ any subcontractor to whom District reasonably objects. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

18 WORK CHANGES

District reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by District and Contractor, which shall be incorporated by reference herein.

19 OTHER CONTRACTORS

District reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.

20 EXTENSIONS OF TIME

The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other

causes beyond Contractor's control or which justify the delay.

21 INDUSTRY LANGUAGE

The language used for terms of this Agreement, unless otherwise defined, shall be construed according to the customary meaning within the construction industry in the area where the Project is located and for the type of Work being performed.

22 CONFIDENTIALITY (Check one)

☐ As a result of Contractor's participation in the Work, Contractor will have access and contribute to information and materials of a highly sensitive nature, including Confidential Information. Contractor hereby warrants that Contractor and its employees and agents shall not (without in each instance obtaining the District's prior written consent) disclose, make commercial or other use of, or give or sell to any person, firm, or corporation, any Confidential Information received directly or indirectly from District or acquired or developed in the course of the performance of this Agreement unless: (1) required to do so pursuant to Applicable Laws (and then only after Contractor has given District prompt written notice of the legal compulsion and, at District's expense, provided by District with cooperation in any attempt District may make to gain a protective order acceptable to District); or (2) it is rightfully in the possession of Contractor from a source other than District prior to the time of disclosure of the information to Contractor under this Contract; or (3) it was in the public domain prior to the time of Contractor's receipt; or (4) it became part of the public domain prior to the time of Contractor's receipt by any means other than an authorized act or omission on the part of Contractor; or (5) it is supplied to Contractor after the time of Contractor's receipt by a third party who was not under any obligation to District to maintain such information in confidence; or (6) it was independently developed by Contractor prior to the time of its receipt from District. All Confidential Information, regardless of form, shall be the property of District and shall be returned to District upon its request, or in any event, at the completion or earlier termination of this Agreement.
☑ Contractor will NOT have access and contribute to Confidential Information.

23 GENERAL TERMS AND CONDITIONS

a. 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.

24 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

a. T
he 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.

25 BACKGROUND CHECKS

a. 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.
b. 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.

26 DATA PRIVACY

a. 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.

27 USE OF DISTRICT NAME OR LOGO

a. 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.

28 INDEPENDENT CONTRACTOR

a. 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.

b. 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.

29 WORKER HEALTH, SAFETY AND TRAINING

a. 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.

30 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

a. 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.

31 INSURANCE

a. 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. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards.

b. 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.

c. 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.

d. 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.

e. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION ($1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under this Contract.

f. Contractor shall procure and maintain and shall cause any Subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed

herein. Such coverage shall be procured and maintained with forms and insurers acceptable to the Company/Client. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

g. A Certificate of Insurance shall be completed by the Contractor's Insurance Agent(s) as evidence that policies providing the required coverage, condition, and minimum limits are in full force and effect and shall be subject to review and approval by the Company/Client prior to commencement of any services under this Contract. The Certificate shall identify this Contract and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the Company/Client. The Certificate shall name Company/Client, its officers, and its employees as additional insured with respect to the General Liability Insurance.

h. Failure on the part of the Contractor or Subcontractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material Breach of Contract upon which the Company/Client may immediately terminate this Contract, or at its discretion, the Company/Client may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Company/Client shall be repaid by Contractor to the Company/Client upon demand, or Company/Client may offset the cost of the premium against any monies due to Contractor from the Company/Client.

i. Company/Client reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Contractor agrees to execute any and all documents necessary to allow the Company/Client access to any and all insurance and endorsements pertaining to this particular job.

j. Every policy required above shall be primary insurance, and any insurance carried by the Company/Client, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under the policies required above.

k. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration or types.

l. As an independent contractor the Contractor is not entitled to Worker's Compensation benefits under the Company/Client plan. Furthermore, the Contractor is obligated to pay federal and state income tax on any monies' earned pursuant to this contractual relationship.

m. The parties hereto understand and agree that the Company/Client, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision

of this Contract, the monetary limitation or any other rights, immunities, and protections provided by state and federal laws.

32 INDEMNIFICATION

a. 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 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.

33 LIMITATION ON LIABILTY

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

34 CONFLICT OF INTEREST/CODE OF ETHICS

a. 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.

35 COMPLIANCE WITH LAWS AND DEBARMENT

a. 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.

36 TERMINATION

a. 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.

b. District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. 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.

c. 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 contactor. 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.

37 RETURN OF DATA

a. Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; 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. Or, 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.

b. 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.

38 RECORDS MANAGEMENT AND MAINTENANCE

a. 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.

39 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

Attn: Plant Maintenance
Name: Grant Lindberg
Title: Manager
Email:Grant.Lindberg@mpls.k12.mn.us
1225 7th Street N
Minneapolis, MN 55411

Vendor

Name: Trane
Attn: Michael Witzel
Address: 1285 Red Fox Road Arden Hills MN.

Email: Mike.Wittel@Teane.com

40 ACKNOWLEDGMENT

a. 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.

b. 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.

41 NON-WAIVER

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

42 ASSIGNMENT

a. 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.

43 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

a. 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 constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous

agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

44 WARRANTY

a. Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

b. Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of _____ year(s) from the date of completion of the Work. Nothing in this Section 15 shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

*Parts + materials 1-year

Labor 90 days

45 SEVERABILITY

a. 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.

46 SURVIVABILITY

a. 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.

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Ibrahima Diop
(Printed)

Title: Senior Financial Officer

Date: _____

Trane

By: _____

Name: Michael Wirtz
(Printed)

Title: Service Sales Leader

Date: 3/28/24

EXHIBIT A: SCOPE OF WORK

Description of Services:

Provide Just in Time cooling repairs and materials

Service Outcome:

Quality materials used

Method of Evaluation:

Timely delivery

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

FY24 Longfellow Windows Replacement

Contract Sum: $162,491

Architect: Wold Architects and Engineers

Project Name and Number

Longfellow Alternative High School
3017 E 31st Street
Minneapolis, MN 55406
Minneapolis Public Schools Project Number: 24LONG004

Description

Window replacement at Longfellow High School. Scope of work to include existing exterior windows, trim for new windows, and tuckpointing for exterior brick sills.

Contract Documents

AIA Document B101-2017
Exhibit A – Project Charter
Exhibit B – Project Design Milestones & Deliverables
Exhibit C – Owner Insurance
Exhibit D – Owner Requirements
AIA Document G201-2013
AIA Document G202-2013
AIA Document E203-2013

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 29 day of March in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as 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 Architect:
(Name, legal status, address and other information)

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
St. Paul, MN. 55101
woldae.com | (651) 227-7773

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

Longfellow Window Replacement
Longfellow Alternative High School
3017 E. 31st Street, Minneapolis, MN. 55406

The Owner and Architect agree as follows.

The standards of professional services are set forth in this document and schedule of exhibits as follows:

EXH-A Project Charter
EXH-B Project Design Milestones & Deliverables
EXH-C Owner Insurance
EXH-D Owner Requirements

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.

Init.
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10 MISCELLANEOUS PROVISIONS

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Defined in EXH-A Project Charter

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Defined in EXH-A Project Charter

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Defined in EXH-A Project Charter

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Defined in EXH-B Project Design Milestones & Deliverables

.2 Construction commencement date:

Defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables

.3 Substantial Completion date or dates:

Defined in EXH-A Project Charter

.4 Other milestone dates:

Defined in EXH-B Project Design Milestones & Deliverables

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Defined in EXH-A Project Charter

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Sustainable Design solutions which optimize or promote improved energy efficiency, occupant well-being, comfort, health, and improved long-term maintenance serviceability as standard to LEED rating system and B3 requirements are valued. Owner will not pursue LEED certification or complete B3 compliance. The Architect is not required to provide additional services for Sustainable Design.
(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Kanjana Foster, Project Manager
1250 West Broadway Avenue
Minneapolis, MN. 55411
(612) 987-9361
Kanjana.Foster@mpls.k12.mn.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Commissioning Agent, Geotechnical Engineer, Special Inspections, Hazardous Materials Abatement, Special Testing, and Investigative Analysis

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Aaron Ausing | AIA Associate
322 Minnesota Street, Suite W2000
St. Paul, MN. 55101
aausing@woldae.com
(651) 227-7773

§ 1.1.11 The Architect shall retain the consultants identified in EXH-A Project Charter.

(Paragraphs Deleted)

§ 1.1.12 Other Initial Information on which the Agreement is based:

Professional Consultant Team as defined in EXH-A Project Charter

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 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.

§ 1.3.1 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.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain insurance as defined in EXH-C Owner Insurance until termination of this Agreement and for the period of the statutes of repose set forth in Minnesota Statute 541.051, so long as such insurance is commercially available and reasonably affordable. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits as defined in EXH-C Owner Insurance.

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

§ 2.5.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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. Defined in EXH-C Owner Insurance.

§ 2.5.4 Workers' Compensation at statutory limits. Defined in EXH-C Owner Insurance.

§ 2.5.5 Employers' Liability with policy limits as defined in EXH-C Owner Insurance.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits as defined in EXH-C Owner Insurance.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's Basic Services are defined in EXH-B Project Design Milestones & Deliverables.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt (within 7-10 business days of discovery) written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect is encouraged to provide prompt written notice to the Owner within this timeframe; it is most critical during the construction administration phase.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information and defined in EXH-B Project Design Milestones & Deliverables. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities and initiate governmental planning review processes as defined in EXH-B Project Design Milestones & Deliverables.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall fully cooperate and coordinate with the Owner and its hired Commissioning Agent during all phases of design, construction, and commissioning to achieve the Project's final completion and full systems operability and ongoing use per the approved final design. The Architect is responsible for the duration of the contract to provide adequate support to its sub-consultants who provide services integral to commissioning.

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility to communicate the project design and construction to the school community, school neighbors, and neighborhood associations.

§ 3.1.9 The Owner shall provide available historical building documentation and the Architect shall field verify building elements as a basis for design. Additional design fees and reimbursable expenses incurred by the Architect related to remedying or addressing incorrectly identified building elements following the Architect's completion of field verification shall be borne solely by the Architect. Field verification shall include (1) field measurements of readily visible elements, (2) removing and replacing lay-in ceiling tiles, and (3) opening and closing access panels. The Architect is encouraged to identify areas that are not readily visible and merit further destructive testing that may include (1) drilling holes to use a scope camera to see inside a wall, (2) cutting small holes to identify sub surface conditions, or (3) moving non-functioning equipment to facilitate investigation. The Owner will perform any requested destructive testing. The Architect is responsible for field verification for the portion of the building within the scope of services. Field verification and destructive testing shall not be required for portions of the building or building systems that are not within the scope of services as defined in AIA G202-2013 Article
(Paragraph Deleted)

3.3.

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§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables, AIA contracts G201-2013, G202-2013, and E203-2013.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner as defined in EXH-B Design Milestones & Deliverables, and request the Owner's approval before proceeding with Design Development Documents as defined in EXH-B Design Milestones & Deliverables.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables and AIA contracts G201-2013, G202-2013, and E203-2013.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work as defined in EXH-B Project Design Milestones & Deliverables,

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and request the Owner's approval before proceeding with Construction Documents as defined in EXH-B Design Milestones & Deliverables.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall submit construction documents which are estimated to bid within 5% of the budgeted construction cost. The Cost of Work submittal is defined in EXH-B Project Design Milestones & Deliverables.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsible and responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) awarding and preparing contracts for construction; and, (5) Any review of bid anomalies or irregularities requiring legal review shall be provided by the Owner.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise, lead, and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts, errors, or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and the Owner's written notice to proceed to Construction Administration and terminates on the date the Architect authorizes the Contractor's final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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.

§ 3.6.2.2 The Architect has the authority and obligation to reject Work that does not conform to the Contract Documents unless the Owner accepts non-conforming work in writing after consulting with the Architect. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority and obligation 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.

§ 3.6.2.3 The Architect shall 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 shall be made in writing within five business days of requests or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent documented tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information, and belief. No judgement is made by the Architect as to the value of the Work or the value of uncompleted Work.

§ 3.6.3.2 The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 The Architect shall 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 the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties including a warranty schedule of major building systems and warranty expiration dates, and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

.5 The Architect shall produce punch list items as part of the certificate of Substantial Completion issued to the Contractor. The Architect shall create the list(s), present them to the Owner, incorporate Owner feedback, and compile all punch items for the contractor in a timely manner.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list(s) including and not limited to Architectural, Civil, Mechanical, Electrical, Structural, and Plumbing systems submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner ten (10) months following substantial completion, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 The Architect shall issue an As Constructed Record set of construction documents that will consist of the As Designed Record Sets of construction documents and Revit model with redlined changes from the General

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Contractor incorporated into the digital deliverables as defined in AIA G201 2013 Article 2.3 to the Owner upon final completion of the Project. The As Constructed Record documents shall reflect all digital changes made by the Architect between issuing the Bid Documents set and final completion as well as the General Contractor's redline changes. The Architect shall not be held responsible for field verification of the General Contractor's changes. The Architect's full set of deliverables during Construction Administration are defined in EXH-D Owner Requirements.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	

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§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional Services are Defined in EXH-A Project Charter.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs Deleted)

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

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(Paragraph Deleted)

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 1 (one) visits per week to the site by the Architect during construction

.3 2 (two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 1 (one) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements and stakeholder engagement requirements as defined in EXH-B Project Design Milestones & Deliverables.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided and defined in Article 2.

§ 5.8.1 Architect's responsibility in connection with the services of Owner's consultants, contractors, or design-build contractor shall be to coordinate Owner's consultants', contractors', or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors, or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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§ 5.16 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

§ 5.17 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

§ 5.18 The Owner shall provide Testing and Special Inspections.

§ 5.19 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the
(Paragraph Deleted)

systems.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor including escalation for phased work or market conditions, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget as defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by five percent (5%) by the lowest bona fide bid or negotiated proposal, the Owner shall

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.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 cooperate in revising the Project scope as required to reduce the estimated construction cost to an estimated cost within the Owner's budget. Costs or time incurred by the Architect to review the design to align with the Budget shall be borne entirely by the Architect.
.6 implement any other mutually acceptable alternative, which may include the Owner's decision to suspend the Project, in which case the Architect shall be paid for services actually rendered under this agreement.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable, quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

$0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

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Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. A hazardous material or toxic substance is any material or substance that may be considered hazardous, toxic, or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or cleanup. For purposes of this agreement, the term hazardous material shall include and not be limited to asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi, or other similar microbial conditions.

§ 10.6.1 Owner agrees to defend, indemnify, and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, forfeitures, suits, and the costs and expenses arising from the discovery, presence, handling, removal, or disposal of, or exposure to hazardous materials or toxic substances (as defined in § 10.6), except to the extent that the presence of or exposure to hazardous materials or toxic substances result from the sole negligence or willful misconduct of the Architect.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information 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 such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Defined in EXH-A Project Charter

.2 Percentage Basis
(Insert percentage value)

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( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Defined in EXH-A Project Charter

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Defined in EXH-A Project Charter.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Defined in EXH-A Project Charter

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows and defined in EXH-B Project Design Milestones & Deliverables:

Schematic Design Phase		percent (		%)
Design Development Phase		percent (		%)
Construction Documents Phase		percent (		%)
Procurement Phase		percent (		%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Defined in EXH-A Project Charter

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Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

$0

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero ($ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. The Architect shall send invoices directly to the Contract Representative named in paragraph 1.1.7.
(Insert rate of monthly or annual interest agreed upon.)

%

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon written request.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 The Architect and the Owner agree that the Project may be phased, include multiple bid packs (as few as one or as many as three) or require accelerated design deliverables to best meet the Owner's schedule of funding approvals and day one operations for building occupants. As a standard of working with the Owner the Architect agrees that additional compensation above fees for Basic Services and Additional Services as defined in EXH-A Project Charter will not be paid to the Architect to perform and deliver services within known parameters for the Project as defined in EXH-A Project Charter, EXH-B Project Design Milestones & Deliverables, and EXH-D Owner Requirements.

12.2 The Architect and the Owner agree to incorporate the Owner's feedback as defined ni EXH-D Owner Requirements. The Owner's written notice to proceed to the next design phase will not be granted without written receipt of required deliverables.

12.3 If the Owner elects to employ an accelerated, phased, or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and re-design portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions, or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability, and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the Project in a fast track manner. Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

12.4 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, other natural disasters; fires, riots, acts of terrorism, war, or other emergencies or acts of God.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 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

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.3 Exhibits: A-D as identified on page 1 of this agreement and named below

.4 AIA Document G201-2013 Project Digital Data Protocol Form

.5 AIA Document G202-2013 Project Building Information Modeling Protocol Form

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

EXH-A Project Charter
EXH-B Project Design Milestones & Deliverables
EXH-C Owner Insurance
EXH-D Owner Requirements

.6 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA Document A201-2017 General Conditions

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

OWNER (Signature)	**ARCHITECT** (Signature)
(Printed name and title)	Sal (Sarah) Bagley, AIA, LEED AP BD+C *(Printed name, title, and license number, if required)*

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AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the 29 day of March in the year 2024

...

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

...

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
St. Paul, MN. 55101
woldae.com | (651) 227-7773

...

Longfellow Window Replacement
Longfellow Alternative High School
3017 E. 31st Street, Minneapolis, MN. 55406

...

The standards of professional services are set forth in this document and schedule of exhibits as follows:

...

EXH-A Project Charter

...

EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

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...

EXH-D Owner Requirements

PAGE 2

TABLE OF ARTICLES

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

PAGE 3

Defined in EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter

...

Defined in EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter

...

Sustainable Design solutions which optimize or promote improved energy efficiency, occupant well-being, comfort, health, and improved long-term maintenance serviceability as standard to LEED rating system and B3 requirements are valued. Owner will not pursue LEED certification or complete B3 compliance. The Architect is not required to provide additional services for Sustainable Design.

...

Kanjana Foster, Project Manager

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1250 West Broadway Avenue
Minneapolis, MN. 55411
(612) 987-9361
Kanjana.Foster@mpls.k12.mn.us

PAGE 4

Commissioning Agent, Geotechnical Engineer, Special Inspections, Hazardous Materials Abatement, Special Testing, and Investigative Analysis

...

Aaron Ausing | AIA Associate
322 Minnesota Street, Suite W2000
St. Paul, MN. 55101
aausing@woldae.com
(651) 227-7773

...

§ 1.1.11 The Architect shall retain the consultants identified in ~~Sections 1.1.11.1 and 1.1.11.2:~~EXH-A Project Charter.

...

~~*(List name, legal status, address, and other contact information.)*~~

...

~~**§ 1.1.11.1** Consultants retained under Basic Services:~~

...

~~**.1** Structural Engineer:~~

...

~~**.2** Mechanical Engineer:~~

...

~~**.3** Electrical Engineer:~~

...

~~**§ 1.1.11.2** Consultants retained under Supplemental Services:~~

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...

Professional Consultant Team as defined in EXH-A Project Charter

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§ 2.5 The Architect shall maintain ~~the following insurance until termination of this Agreement.~~ insurance as defined in EXH-C Owner Insurance until termination of this Agreement and for the period of the statutes of repose set forth in Minnesota Statute 541.051, so long as such insurance is commercially available and reasonably affordable. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

...

§ 2.5.1 Commercial General Liability with policy limits ~~of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~as defined in EXH-C Owner Insurance.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect 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.

...

§ 2.5.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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. Defined in EXH-C Owner Insurance.

...

§ 2.5.4 Workers' Compensation at statutory limits. Defined in EXH-C Owner Insurance.

...

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

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits ~~of not less than ($) per claim and ($) in the aggregate.~~as defined in EXH-C Owner Insurance.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's Basic Services are defined in EXH-B Project Design Milestones & Deliverables.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt (within 7-10 business days of discovery) written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect is encouraged to provide prompt written notice to the Owner within this timeframe; it is most critical during the construction administration phase.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial ~~Information.~~ Information and defined in EXH-B Project Design Milestones & Deliverables. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and ~~entities.~~entities and initiate governmental planning review processes as defined in EXH-B Project Design Milestones & Deliverables.

...

§ 3.1.7 The Architect shall fully cooperate and coordinate with the Owner and its hired Commissioning Agent during all phases of design, construction, and commissioning to achieve the Project's final completion and full systems operability and ongoing use per the approved final design. The Architect is responsible for the duration of the contract to provide adequate support to its sub-consultants who provide services integral to commissioning.

...

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility to communicate the project design and construction to the school community, school neighbors, and neighborhood associations.

...

§ 3.1.9 The Owner shall provide available historical building documentation and the Architect shall field verify building elements as a basis for design. Additional design fees and reimbursable expenses incurred by the Architect related to remedying or addressing incorrectly identified building elements following the Architect's completion of field verification shall be borne solely by the Architect. Field verification shall include (1) field measurements of readily visible elements, (2) removing and replacing lay-in ceiling tiles, and (3) opening and closing access panels. The Architect is encouraged to identify areas that are not readily visible and merit further destructive testing that may include (1) drilling holes to use a scope camera to see inside a wall, (2) cutting small holes to identify sub surface conditions, or (3) moving non-functioning equipment to facilitate investigation. The Owner will perform any requested destructive testing. The Architect is responsible for field verification for the portion of the building within the scope of services. Field verification and destructive testing shall not be required for portions of the building or building systems that are not within the scope of services as defined in AIA G202-2013 Article

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§

...

3.3.

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§ 3.2 Schematic Design Phase Services

...

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables, AIA contracts G201-2013, G202-2013, and E203-2013.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner, and request the Owner's approval.~~Owner as defined in EXH-B Design Milestones & Deliverables, and request the Owner's approval before proceeding with Design Development Documents as defined in EXH-B Design Milestones & Deliverables.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables and AIA contracts G201-2013, G202-2013, and E203-2013.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the ~~Work, and request the Owner~~'s approval.Work as defined in EXH-B Project Design Milestones & Deliverables, and request the Owner's approval before proceeding with Construction Documents as defined in EXH-B Design Milestones & Deliverables.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall submit construction documents which are estimated to bid within 5% of the budgeted construction cost. The Cost of Work submittal is defined in EXH-B Project Design Milestones & Deliverables.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive

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bids or negotiated proposals; (2) confirming responsible and responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; ~~and,~~ (4) awarding and preparing contracts for ~~construction.~~construction; and, (5) Any review of bid anomalies or irregularities requiring legal review shall be provided by the Owner.

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service,~~ shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.6.1.2 The Architect shall ~~advise~~ advise, lead, and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent ~~acts~~ acts, errors, or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

...

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and the Owner's written notice to proceed to Construction Administration and terminates on the date the Architect ~~issues the~~ authorizes the Contractor's final Certificate for Payment.

...

§ 3.6.2.2 The Architect has the authority and obligation to reject Work that does not conform to the Contract ~~Documents.~~ Documents unless the Owner accepts non-conforming work in writing after consulting with the Architect. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority and obligation 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.

...

§ 3.6.2.3 The Architect shall 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 shall be made in writing within ~~any time limits agreed upon~~ five business days of requests or otherwise with reasonable promptness.

PAGE 10

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent documented tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the

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Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information, and belief. No judgement is made by the Architect as to the value of the Work or the value of uncompleted Work.

...

§ 3.6.4.2 The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

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.3 forward to the Owner, for the Owner's review and records, written warranties including a warranty schedule of major building systems and warranty expiration dates, and related documents required by the Contract Documents and received from the Contractor; and,

...

.5 The Architect shall produce punch list items as part of the certificate of Substantial Completion issued to the Contractor. The Architect shall create the list(s), present them to the Owner, incorporate Owner feedback, and compile all punch items for the contractor in a timely

...

manner.

...

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the ~~list~~ list(s) including and not limited to Architectural, Civil, Mechanical, Electrical, Structural, and Plumbing systems submitted by the Contractor of Work to be completed or corrected.

...

§ 3.6.6.5 Upon request of the ~~Owner,~~ Owner ten (10) months following substantial completion, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 3.6.6.6 The Architect shall issue an As Constructed Record set of construction documents that will consist of the As Designed Record Sets of construction documents and Revit model with redlined changes from the General Contractor incorporated into the digital deliverables as defined in AIA G201 2013 Article 2.3 to the Owner upon final completion of the Project. The As Constructed Record documents shall reflect all digital changes made by the Architect between issuing the Bid Documents set and final completion as well as the General Contractor's redline changes. The Architect shall not be held responsible for field verification of the General Contractor's changes. The Architect's full set of deliverables during Construction Administration are defined in EXH-D Owner Requirements.

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The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional Services are Defined in EXH-A Project Charter.

...

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are ~~either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)~~ contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

...

~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~

...

~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

...

~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~

...

~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~

PAGE 14

~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~

...

.1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 1 (one) visits per week to the site by the Architect during construction

...

.3 2 (two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 1 (one) inspections for any portion of the Work to determine final completion.

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...

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site ~~requirements.~~requirements and stakeholder engagement requirements as defined in EXH-B Project Design Milestones & Deliverables.

PAGE 15

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work ~~provided.~~provided and defined in Article 2.

...

§ 5.8.1 Architect's responsibility in connection with the services of Owner's consultants, contractors, or design-build contractor shall be to coordinate Owner's consultants', contractors', or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors, or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

PAGE 16

§ 5.16 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

...

§ 5.17 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

...

§ 5.18 The Owner shall provide Testing and Special Inspections.

...

§ 5.19 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the

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User Notes: (3B9ADA3B)

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~~ARTICLE~~

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systems.

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ARTICLE 6 COST OF THE WORK

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of ~~labor,~~ labor including escalation for phased work or market conditions, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

...

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's ~~budget.~~ budget as defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~ may be adjusted to reflect changes in the general level of prices in the applicable construction market.

...

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by five percent (5%) by the lowest bona fide bid or negotiated proposal, the Owner shall

PAGE 17

.5 cooperate in revising the Project scope as required to reduce the estimated construction cost to an estimated cost within the Owner's budget. Costs or time incurred by the Architect to review the design to align with the Budget shall be borne entirely by the Architect.

...

~~implement any other mutually acceptable alternative.~~.6 implement any other mutually acceptable alternative, which may include the Owner's decision to suspend the Project, in which case the Architect shall be paid for services actually rendered under this agreement.

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§ 7.4 ~~Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect.~~ Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 19

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable, quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

...

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...

$0

PAGE 21

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. A hazardous material or toxic substance is any material or substance that may be considered hazardous, toxic, or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or cleanup. For purposes of this agreement, the term hazardous material shall include and not be limited to asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi, or other similar microbial conditions.

...

§ 10.6.1 Owner agrees to defend, indemnify, and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, forfeitures, suits, and the costs and expenses arising from the discovery, presence, handling, removal, or disposal of, or exposure to hazardous materials or toxic substances (as defined in §

...

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10.6), except to the extent that the presence of or exposure to hazardous materials or toxic substances result from the sole negligence or willful misconduct of the Architect.

...

Defined in EXH-A Project Charter

PAGE 22

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter.

...

Defined in EXH-A Project Charter

...

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as ~~follows:~~follows and defined in EXH-B Project Design Milestones & Deliverables:

...

Defined in EXH-A Project Charter

PAGE 23

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

...

$0

...

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero ($ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

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

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directly to the Contract Representative named in paragraph 1.1.7.

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§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner ~~at mutually convenient times.~~upon written request.

...

12.1 The Architect and the Owner agree that the Project may be phased, include multiple bid packs (as few as one or as many as three) or require accelerated design deliverables to best meet the Owner's schedule of funding approvals and day one operations for building occupants. As a standard of working with the Owner the Architect agrees that additional compensation above fees for Basic Services and Additional Services as defined in EXH-A Project Charter will not be paid to the Architect to perform and deliver services within known parameters for the Project as defined in EXH-A Project Charter, EXH-B Project Design Milestones & Deliverables, and EXH-D Owner Requirements.

12.2 The Architect and the Owner agree to incorporate the Owner's feedback as defined ni EXH-D Owner Requirements. The Owner's written notice to proceed to the next design phase will not be granted without written receipt of required deliverables.

12.3 If the Owner elects to employ an accelerated, phased, or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and re-design portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions, or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability, and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the Project in a fast track manner. Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

12.4 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, other natural disasters; fires, riots, acts of terrorism, war, or other emergencies or acts of God.

...

January 31, 2020

PAGE 25

.3 Exhibits: A-D as identified on page 1 of this agreement and named below

...

.4 AIA Document G201-2013 Project Digital Data Protocol Form

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...

.5 AIA Document G202-2013 Project Building Information Modeling Protocol Form

...

[X] Other Exhibits incorporated into this Agreement:

...

EXH-A Project Charter

...

EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

...

EXH-D Owner Requirements

...

~~.4~~ .6 Other documents:

...

AIA Document A201-2017 General Conditions

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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 16:05:46 CT on 03/31/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Curtis Hartog, Executive Director

(Title)

3/31/2024

(Dated)

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EXHIBIT A - Project Charter

Project Identification, Intent, and Scope

Re: MPS Project Number: 24LONG004
MPS Project Name: Longfellow Window Replacement
School Website: https://longfellow.mpschools.org/

Building Context

Longfellow School ("The Property") is located at 3017 East 31st Street, Minneapolis, Minnesota 55406. The building consists of a single-story structure with partial basement that has a total approximate gross square footage of 42,733 square feet. The building is understood to have originally been constructed in 1917. The site also contains two small wood structures at the south side of the site that are presumed to be used as additional classroom space. They are presumed to have been constructed circa 1970.

Project Intent

Replace windows and trim that have reached the end of their lifecycle.

Project Summary

Project Delivery Method: Design-Bid-Build
Project Construction Budget: $2,325,077
Construction Substantial Completion: August 15th, 2025

Scope/Budget Context

It is possible that project scope items, not included in the Project Scope below, will be known at the commencement of project design or become apparent during design to one or more of the multiple stakeholders who may be represented on the Project Steering Committee and Project Review Committee. Some of these additional scope items will be desirable on their own merits but may not be possible due to project construction budget. Therefore, discipline on the part of the Consultant will be expected to focus on Project Scope identified below, while also documenting and, if requested, reviewing such items for possible inclusion in this project scope in lieu of scope defined below, or in future District capital projects.

Accordingly, not all the Building Context information contained herein will be applicable to project scope, but it is intended to inform the design process such that, at the conclusion of construction, the existing building is better positioned for current and future instructional activities; and additional capital investment that might be funded in future capital plans.

Scope include replacement of all existing exterior windows, trim for new windows, and tuckpointing of exterior brick sills.

Project Schedule

Project Phase	Suggested Completion Date
BOE Design Contract Approval	April 2024
Schematic Design Report	May 2024
Design Development Report	July 2024
Cost Estimate #3	September 2024
Construction Documents Report	October 2024
Receive bids	October 2024
BOE Construction Contract Approval	November 2024
Pre-Construction Activities	December 2024- May 2025
Construction start	June 2025
Construction substantial completion	August 15, 2025
Warranty period ends (one year)	August 2026

Project Staff

The following MPS staff are anticipated to serve on the Steering Team

	Project Manager – Capital Planning, Construction, and Maintenance (CPCM)
Curt Hartog	Executive Director - CPCM
Grant Lindberg	Plant Maintenance
Lee Setter	Manager of EHS
Jibriil Yusuf	Manager- CPCM
Hyland Rowan	General Foreman- Glazing

Project Communications

Consultant and District representative will coordinate the development and implementation of a project communications plan, including:

Communication
Meetings with Steering Team
Meetings with Stakeholder Team
Presentations to Community Groups if needed
Project web page updates
Project e-updates
Updates for elected representatives
Updates for families and staff
Updates for neighborhood
Construction signage
Board of Education updates

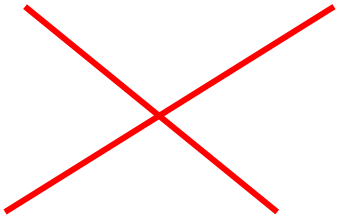
Project Budget

Construction Budget

$ 2,325,077

Consultant's Fee, Hourly Rates, and Reimbursable Expenses

Compensation for Project Services as defined herein is a fixed fee of $162,491.00. Basic Design Services will be allocated to the phases of work as defined in EXH-B Project Design Milestones & Deliverables.



February 16, 2024

Kanjana Foster
Minneapolis Public Schools
Special School District #1
1250 West Broadway Avenue
Minneapolis, Minnesota 55441

Re: Special School District #1 – Minneapolis Public Schools
Longfellow High School Window Replacement
Commission No. 9999

Dear Kanj:

We are excited to provide the following proposal for window replacement at Longfellow High School. The scope discussed at our December 18, 2023 walkthrough includes replacement of all existing exterior windows, trim for new windows, and tuckpointing of exterior brick sills. This proposal does not include demolition of the existing windows, screens, trim, etc. as it is our understanding these items require abatement and will be removed in conjunction with or prior to construction by a separate contract. Based on our understanding of the project scope and budget, our fee proposal is as follows:

Project Services:

1. Design services will include all Architectural and Engineering work required to provide complete construction drawings and specifications.
2. Project oversight through construction including review of contractor submittals, site observations, and coordination of on-site construction activities.
3. Project close-out including punch list, review of close-out documents, and recommendation of final payment when all big requirements are complete.

We are proposing to provide these services for a base services fixed fee of 7.5% based upon the estimated cost of construction plus half of the contingency. Reimbursable expenses will be billed separately from these fees, and would include such costs as mileage, printing, communications, etc. These are billed as they are accrued with no additional markup. We estimate approximately $4,500 in reimbursables per $1,000,000 of construction cost and, as such, propose billing actual reimbursable costs not to exceed **$9,512**. Our fee is calculated as follows:

Estimated Construction Cost	$ 2,113,700
½ Construction Contingency *	$ 52,843
Sub Total Fee Basis	$ 2,166,543
	x 7.5%
Proposed Fixed Fee	**$ 162,491**

** Assumes the project has a 5% construction contingency*

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS

Please call if you have any questions or concerns with this proposal. Thank you!

Sincerely,

Wold Architects and Engineers

Aaron M. Ausing | AIA
Associate

cc: Sal Bagley, Wold
Robert Sehm, Wold
Patrick Triggs, Wold
Accounting

KH/Admin/MN/Promo/SSD1-Minneapolis/crsp/2024.02.16 Letter to Kanjana Foster

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 additional 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 - Owner Requirements

Targeted Group Business

The Owner's Targeted Group Business goal is 12%. The Architect will employ the following strategies:

- Expanding the Professional identity of the targeted business with the design and construction industry.
- Creating opportunities for networking and exposure of the targeted business by team with other consultants.
- Encouraging leadership and management within both organizations and the targeted business through the design and construction process.
- Gaining new perspectives and encouraging cultural change within the firm by working with targeted business.

Quality Performance and Owner Provisions

The following are checklists to enhance quality performance tracking and requirements to promote improved delivery for Architect work items most commonly encountered throughout design and construction.

Before design commences

1. The Architect shall begin design with current download of the Owner's published Master Specifications as provided by the Owner at design kickoff.
2. The Architect shall design to the Owner's published design guidelines and requirements as provided by the Owner at design kickoff. Deviation from the design standard shall be clearly noted on all drawings and specifications up to CD.
3. The Architect shall conform to the Owner's Revit and Drafting Standards as provided by the Owner at design kickoff.
4. The Architect shall begin the 3-D model with the Owner's Revit template as provided by the Owner at design kickoff.
5. The Architect shall be familiar with the City of Minneapolis Planning Review Process.

During Design

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. The Architect shall conform to the Owner's design milestones and deliverables as defined in EXH-B.

3. The Architect shall incorporate the Owner's review comments provided during design phases into the final design prior to project bid. Comments shall be cataloged by the Architect and resolution to comments clearly explained.
4. The Architect shall be familiar with the Owner's Procurement requirements.
5. The Architect shall own all agendas and meeting minutes throughout the design process.
6. The Architect shall document all major decision points.
7. The Architect shall present to the Owner's community stakeholders as required.

During Construction Administration

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. The Architect shall own all agendas and meeting minutes throughout the construction process.

During Substantial Completion

1. Conform to the requirements of Article 3 in AIA Document B101-2017.
2. Confirm with the Owner the completeness of the punchlist before finalizing.
3. Provide the Owner with a detailed estimate to complete or repair all items on the substantial completion punchlist.

During Project Closeout

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. Within thirty (30) days of the date of Substantial Completion, the Architect shall provide the Owner, in writing, a list of incomplete items and the cost to complete those items.

Safety Precautions and Programs

While on location of the Project, the Architect hereby agrees to and shall comply with the following Owner safety requirements.

1. Security Identification Badges: The Owner requires all personnel to wear an identification badge when at a facility of the Owner. The identification badge is to remain on personnel and clearly visible at all times. No one is permitted on-site without an identification badge. The identification badge shall contain the following:

    a. A legible photograph of the individual (passport sized photo)

    b. Name of the individual (Minimum 14 point font)

    c. Name of the employer (Company name, minimum 14 point font)

d. The badge shall be plastic-laminated.

e. The badge identification size shall be 3 ½" x 2 ½" minimum.

2. All personnel are required to check in with the main office to sign in, get a badge, and indicate their destination within the building while school is in session. All personnel are required to sign out in the main office upon completion of their site visit.

3. No personnel will be allowed to prop doors open and leave them unattended.

AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 31 day of January in the year 2020 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

Defined in EXH-A Project Charter

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

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.

ARTICLE 1 GENERAL PROVISIONS

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

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

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

§ 1.3 Adjustments to the Agreement

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

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

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:
(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

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

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

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

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

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

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

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

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

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

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

§ 1.4.11 Party and Parties. The terms "Party" and "Parties" refer to the signing parties to the Agreement.

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

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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** *(Indicate Applicable or Not Applicable)*	**Location of Detailed Description** *(Section 3.1.1 below or in an attachment to this exhibit and identified below)*
Project Agreements and Modifications		
Project communications		
Architect's pre-construction submittals		
Contract Documents		
Contractor's submittals		
Subcontractor's submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

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

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

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

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

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

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

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

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

§ 3.4.2 Following Establishment of Digital Data Protocols

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

§ 3.5 Digital Data Management

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

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

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

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

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

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

Responsible Project Participant	Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

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

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

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

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

Project Portion for Modeling	Responsible Project Participant

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

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

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.
(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

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

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

§ 4.5.1 The Modeling protocols shall address the following:

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

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.8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and

.9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

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

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

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

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

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

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

§ 4.7.2 Following Establishment of Modeling Protocols

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

§ 4.8 Model Management

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

Responsible Project Participant	Project Milestone

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

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

.2 Model file storage location(s)

.3 Processes for transferring and accessing Model files

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

.5 Processes for aggregating Model files from varying software platforms

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

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

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

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

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

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

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

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

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

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

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ARTICLE 5 OTHER TERMS AND CONDITIONS

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

§ 5.1 Digital Reviews in Bluebeam

PDF documents shall be produced from the 3-D Digital Model as requested by the Owner and digitally transmited to the Owner for digital review. The PDF files shall be produced with the following criteria

.1 All sheets in the drawing set shall be listed on the title sheet.

.2 All sheets shall be bookmarked accurately from the title sheet of the drawing set allowing users to click on a sheet name and arrive at that sheet.

.3 All drafting symbols representing enlarged plans, sections, and details shall be accurately linked to the respective drawings.

.4 The Architect shall create a bookmark list of each major discipline allowing users to jump to the first sheet for each discipline.

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Additions and Deletions Report for
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PAGE 1

This Exhibit dated the ~~day of~~ 31 day of January in the year 2020 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

Defined in EXH-A Project Charter

PAGE 4

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

PAGE 5

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

...

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

...

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

PAGE 6

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

...

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

PAGE 7

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

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§ 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	

PAGE 8

§ 5.1 Digital Reviews in Bluebeam

...

PDF documents shall be produced from the 3-D Digital Model as requested by the Owner and digitally transmited to the Owner for digital review. The PDF files shall be produced with the following criteria

...

.1 All sheets in the drawing set shall be listed on the title sheet.

...

.2 All sheets shall be bookmarked accurately from the title sheet of the drawing set allowing users to click on a sheet name and arrive at that sheet.

...

.3 All drafting symbols representing enlarged plans, sections, and details shall be accurately linked to the respective drawings.

...

.4 The Architect shall create a bookmark list of each major discipline allowing users to jump to the first sheet for each discipline.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document G201™ – 2013

Project Digital Data Protocol Form

PROJECT: *(Name and address)*

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Defined in EXH-A Project Charter

PROTOCOL VERSION NUMBER:
DATE: March 13, 2018
PREPARED BY: Minneapolis Public Schools
DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.2, or reference Section 1.2, along with any additional recipients.)*
Defined in EXH-A Project Charter

TABLE OF ARTICLES

1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

2 DIGITAL DATA MANAGEMENT PROTOCOLS

3 TRANSMISSION AND USE OF DIGITAL DATA

ARTICLE 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

§ 1.1 List each Project Participant that has incorporated AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated , into its agreement for the Project:

Project Participant	Discipline

§ 1.2 Project Participants. For each Project Participant listed in Section 1.1, identify and provide contact information for the individuals responsible for implementation of the Digital Data protocols.

Project Participant	Individual Responsible	Contact Information

§ 1.3 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 DIGITAL DATA MANAGEMENT PROTOCOLS

§ 2.1.1 Electronic Document Management System. If, pursuant to Section 3.5.1 of the Project specific version of AIA Document E203–2013, the Project Participants indicated an intent to use a centralized electronic document management system on the Project, the requirements for the centralized electronic document management system are as follows:
(The requirements for the system shall address, among other things, access to and security of Digital Data.)

§ 2.1.2 System Startup Requirements. Initial training and other startup requirements to be implemented with respect to the use or management of Digital Data, if any, are as follows:
(Describe in detail any initial training or other startup requirements.)

The Owner shall provide a Revit template to be used to create the Model. The Owner shall provide Revit and Drafting Standards as outlined in EXH-C.2 Quality Performance & Owner Provisions of AIA B101-2017.

§ 2.1.3 Ongoing System Requirements. Ongoing training or support programs to be implemented with respect to the use or management of Digital Data, if any, are as follows:
(Describe in detail any ongoing training or support programs to be implemented.)

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§ 2.2 Digital Data Storage Requirements. The procedures and requirements for storing Digital Data during the course of the Project, if any, are as follows:
(Describe in detail the procedures and requirements for storing Digital Data during the course of the Project.)

§ 2.3 Digital Data Archiving Requirements. The procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion of the Project, if any, are as follows:
(Describe in detail the procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion.)

The Architect shall maintain digital versions of all meeting minutes. The Architect shall maintain digital versions of the Model at all project Report Milestones as well as the Conformed As Bid Model and the As Designed Record Model. All other requirements are defined in the Owner's Revit and Drafting Standards as defined in EXH-C.2 Quality Performance & Owner Provisions to and article 3.6.6.6 AIA B101-2017.

§ 2.4 Other Digital Data Management protocol requirements, if any, are as follows:
(Describe in detail any other requirements.)

ARTICLE 3 TRANSMISSION AND USE OF DIGITAL DATA

§ 3.1 Digital Data Protocol Table. The Project Participants shall comply with the data formats, transmission methods and Authorized Uses set forth in the Digital Data Protocol Table below when transmitting or using Digital Data on the Project.
(Complete the Digital Data Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Digital Data Protocol Table Definitions and Notes to define abbreviations placed, and to record notes indicated, in the Digital Data Protocol Table.)

Digital Data	Digital Data Format	Transmission Method	Authorized Uses	Note Number *(See Sec. 3.2)*
§ 3.1.1 Project Agreements and Modifications				
§ 3.1.2 Project communications				
General communications				
Meeting notices				
Agendas				
Minutes				
Requests for information				
Architect's Supplemental Instructions				
§ 3.1.3 Architect's pre-construction submittals				
Schematic Design Documents				
Design Development Documents				
Construction Documents				
§ 3.1.4 Contract Documents				
Architect's Drawings				
Architect's Specifications				
§ 3.1.5 Contractor's submittals				
Product data				
Submitted by Contractor				
Returned by Architect				
Shop drawings				
Submitted by Contractor				
Returned by Architect				
§ 3.1.6 Subcontractor's submittals				

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Product data				
Submitted by Subcontractor				
Returned by Contractor				
Shop drawings				
Submitted by Subcontractor				
Returned by Contractor				
§ 3.1.7 Modifications				
Requests for proposal				
Architect's order for a minor change in the Work				
Proposals				
Construction Change Directives				
Change Orders				
§ 3.1.8 Project payment documents				
§ 3.1.9 Notices and Claims				
§ 3.1.10 Closeout documents				
Record documents				
Operations and Maintenance Manual				

§ 3.2 Digital Data Protocol Table Definitions and Notes

Digital Data Format:
(Provide required data format, including software version, if applicable.)

Digital Data Format	Definition

Transmission Method:
(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
CD	Delivered via Compact Disk
EM	Via e-mail
DMS	Centralized Electronic Document Management System

Authorized Uses of Digital Data:
(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
I	Integrate (incorporate additional digital data without modifying data received)
M	Modify as required to fulfill obligations for the Project
R	Reproduce and distribute
S	Store and view only

Notes:
(List by number shown on table.)

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Defined in EXH-A Project Charter

...

DATE: March 13, 2018
PREPARED BY: Minneapolis Public Schools

...

Defined in EXH-A Project Charter

...

The Owner shall provide a Revit template to be used to create the Model. The Owner shall provide Revit and Drafting Standards as outlined in EXH-C.2 Quality Performance & Owner Provisions of AIA B101-2017.

PAGE 3

The Architect shall maintain digital versions of all meeting minutes. The Architect shall maintain digital versions of the Model at all project Report Milestones as well as the Conformed As Bid Model and the As Designed Record Model. All other requirements are defined in the Owner's Revit and Drafting Standards as defined in EXH-C.2 Quality Performance & Owner Provisions to and article 3.6.6.6 AIA B101-2017.

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Project Building Information Modeling Protocol Form

PROJECT: *(Name and address)*
Defined in EXH-A Project Charter

PROTOCOL VERSION NUMBER:

DATE: March 13, 2018

PREPARED BY: Minneapolis Public Schools

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.1, or reference Section 1.1, along with any additional recipients.)*
Defined in EXH-A Project Charter

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 LEVEL OF DEVELOPMENT

3 MODEL ELEMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Protocol Exhibit, dated , into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

Modeling Role	Project Participant	Individual Responsible	Contact Information

§ 1.2 This document establishes the Modeling protocols for the Project. For purposes of these protocols, the Model is comprised of the following information and other data sets: *(Indicate disciplines, separate models, and other data that will be included within the Model and governed by the Modeling protocols.)*

§ 1.3 Collaboration Protocols. The Project Participants' protocols for the collaborative utilization of the Model, if any, including communications protocols, a collaboration meeting schedule and colocation requirements, are as follows:

§ 1.4 Technical Requirements. The technical requirements relating to the utilization of Building Information Modeling, including specific software and hardware requirements are as follows:

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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 a Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their agreement for the Project, and a Project specific AIA Document G201™–2013, Project Digital Data Protocol Form.

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§ 1.5 Training and Support. The parameters for any training or support program(s) that will be implemented with respect to any collaboration strategy or technical requirements are set forth below:

§ 1.6 Model Standard. The Model shall be developed in accordance with the following Model Standard, if any:

§ 1.7 Model Management Protocols and Processes

The following Model Management Protocols and Processes shall apply to the Project only if specifically designated in the table below as being applicable.

(Designate the Model Management Protocols and Processes applicable to the Project in the second column of the table below. In the third column, indicate whether the detailed description of the Model Management Protocol or Process is located in Section 1.8 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Model Management Protocols and Processes		Applicability to Project *(Applicable or Not Applicable)*	Location of Detailed Description *(Section 1.8 below or in an attachment to this exhibit identified below)*
§ 1.7.1	Model origin point, coordinate system, precision, file formats and units		
§ 1.7.2	Model file storage location(s)		
§ 1.7.3	Processes for transferring and accessing Model files		
§ 1.7.4	Naming conventions		
§ 1.7.5	Processes for aggregating Model files from varying software platforms		
§ 1.7.6	Model access rights		
§ 1.7.7	Design coordination and clash detection procedures.		
§ 1.7.8	Model security requirements		

§ 1.8 Insert a description of each Model Management Protocol and Process identified in Section 1.7, if not further described in an exhibit attached to this document:

§ 1.9 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 LEVEL OF DEVELOPMENT

§ 2.1 The Level of Development (LOD) descriptions, included in Section 2.2 through Section 2.6 below, identify the specific minimum content requirements and associated Authorized Uses for each Model Element at five progressively detailed levels of completeness. The Parties shall utilize the five LOD descriptions in completing the Model Element Table at Section 3.3.

§ 2.2 LOD 100

§ 2.2.1 Model Element Content Requirements. The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 2.2.2 Authorized Uses

§ 2.2.2.1 Analysis. The Model Element may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to other Model Elements.

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§ 2.2.2.2 Cost Estimating. The Model Element may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

§ 2.2.2.3 Schedule. The Model Element may be used for Project phasing and determination of overall Project duration.

§ 2.2.2.4 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 100, if any, are as follows:

§ 2.3 LOD 200

§ 2.3.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.3.2 Authorized Uses

§ 2.3.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 2.3.2.2 Cost Estimating. The Model Element may be used to develop cost estimates based on the approximate data provided and quantitative estimating techniques (e.g., volume and quantity of elements or type of system selected).

§ 2.3.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of major elements and systems.

§ 2.3.2.4 Coordination. The Model Element may be used for general coordination with other Model Elements in terms of its size, location and clearance to other Model Elements.

§ 2.3.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 200, if any, are as follows:

§ 2.4 LOD 300

§ 2.4.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.4.2 Authorized Uses

§ 2.4.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Element.

§ 2.4.2.2 Cost Estimating. The Model Element may be used to develop cost estimates suitable for procurement based on the specific data provided.

§ 2.4.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of detailed elements and systems.

§ 2.4.2.4 Coordination. The Model Element may be used for specific coordination with other Model Elements in terms of its size, location and clearance to other Model Elements including general operation issues.

§ 2.4.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 300, if any, are as follows:

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§ 2.5 LOD 400

§ 2.5.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.

§ 2.5.2 Authorized Uses

§ 2.5.2.1 Analysis. The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.5.2.2 Cost Estimating. Costs are based on the actual cost of the Model Element at buyout.

§ 2.5.2.3 Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

§ 2.5.2.4 Coordination. The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

§ 2.5.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

§ 2.6 LOD 500

§ 2.6.1 Model Element Content Requirements. The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

§ 2.6.2 Authorized Uses. Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:

ARTICLE 3 MODEL ELEMENTS

§ 3.1 Reliance on Model Elements

§ 3.1.1 At any particular Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Element only to the extent consistent with the minimum data required for the Model Element's LOD for that Project milestone as identified below in the Model Element Table, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 3.1.2 Coordination and Model Refinement

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the Project Participant that identifies the conflict shall promptly notify the Model Element Authors and the Project Participant identified in AIA Document E203–2013 Section 4.8 as being responsible for Model management. Upon such notification, the Model Element Author(s) shall act promptly to evaluate, mitigate and resolve the conflict in accordance with the processes established in Section 1.7.7, if applicable.

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§ 3.2 Table Instructions

§ 3.2.1 The Model Element Table in Section 3.3 indicates the LOD to which each Model Element shall be developed at each identified Project milestone and the Model Element Author.

§ 3.2.2 Abbreviations for each Model Element Author to be used in the Model Element Table are as follows:
(Provide abbreviations, such as "A—Architect," or "C—Contractor.")

Abbreviation	Model Element Author (MEA)

§ 3.3 Model Element Table

		Required LOD at Project milestones as defined in EXH-B Project Milestones & Deliverables					
Model Element Category	**Scope Status**	**15%**	**25%**	**50%**	**75%**	**90%**	**100%**
Exterior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Roofs	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Floors	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Exterior doors and windows	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior doors and windows	Within Scope	200	200	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Major structural elements	Within Scope	Not required	200	200	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required
Plumbing Fixtures	Within Scope	100	300	300	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required

§ 3.4 Model Element Table Notes

Notes:
(List by number shown on table.)

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PAGE 1

Defined in EXH-A Project Charter

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DATE: March 13, 2018
PREPARED BY: Minneapolis Public Schools

...

Defined in EXH-A Project Charter

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§ 3.3 Model Element Table

		Required LOD at Project milestones as defined in EXH-B Project Milestones & Deliverables					
Model Element Category	**Scope Status**	**15%**	**25%**	**50%**	**75%**	**90%**	**100%**
Exterior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Roofs	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Floors	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Exterior doors and windows	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior doors and windows	Within Scope	200	200	300	300	300	300

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	Outside of Scope	100	200	200	200	200	200
Major structural elements	Within Scope	Not required	200	200	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required
Plumbing Fixtures	Within Scope	100	300	300	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required

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_____

(Signed)

_____

(Title)

_____

(Dated)

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Special School District Number 1
Board of Education Resolution

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution No. 2024-0019
April 16, 2024

Resolution Regarding the Intention to Place a Capital Projects Levy Question on the 2024 General Election Ballot

WHEREAS, The School Board desires to increase revenue for the purpose of funding technology-related expenses, which have grown significantly in recent years; and

WHEREAS, the current voter-approved capital projects levy provides funding for approximately half of the school district's eligible technology-related expenses; and

WHEREAS, the increase to the capital projects levy for technology is expected to generate approximately $20 million in additional revenue annually; and

WHEREAS, a resolution officially calling the election and providing notice and ballot question language must be adopted in accordance with statutory timelines.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby declares its intention to place a capital projects levy question on the 2024 General Election ballot to increase amount of property tax revenue for technology-related expenses.

ADOPTED this 16th day of April 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0019)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				