

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of March, 2021 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Katy Bresette, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 28, 2021, and shall remain in effect until June 30th, 2021 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as a Second Language Ojibwe Speaker and trained pre-K through 12 Ojibwe Immersion teacher to provide culturally responsive Ojibwe language and cultural curriculum development supports as needed for the Misaabekong Ojibwe Immersion Program staff (2 teachers and 2 assistants). The contractor will be available via scheduled GoogleMeets and GoogleDocs sessions with the Misaabekong staff for development of conceptual frameworks, philosophies, vocabulary, and story elements as they apply to instructional strategies, prepare learning materials, and develop learning targets and assessments as part of the Ojibwe immersion programming provided to students in grades 1-4 in all learning models. It will not be necessary for the Contractor to meet in-person or at the school site.

3. **Background Check.** *N/A*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and

expenses in performing said obligations up to a sum not to exceed \$8,250.00 (eight-thousand two-hundred fifty dollars) at a rate of \$75.00/hour (seventy-five dollars).

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: **Katy Bresette** 16848 Dynamite Hill Rd. L'Anse MI 49946

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:



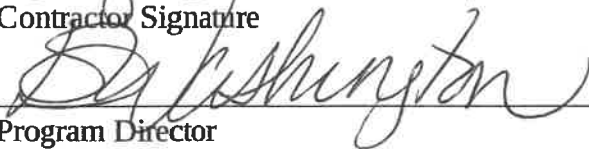
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/Tax ID Number _____ Date 3/28/21


 Program Director _____ Date 3/28/21

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair _____ Date 4-1-21



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

BOOKING CONTRACT:
Contract created: 4/4/2021

**CONTRACT AGREEMENT FOR USE OF
YMCA CAMP MILLER
RETREATS AND RENTALS**

CONTRACT DATE: 4/4/2021	BOOKING NUMBER: 06112021
GROUP NAME: Head Start	CONTACT EMAIL: Sheryl.williams@isd709.org
POINT OF CONTACT NAME: Sherry Williams	CONTACT PHONE: 218-336-8815 ext. 2702
ADDRESS: 904 Valley Dr	CITY/STATE/ZIP: Duluth, MN 55804
RETREAT/RENTAL DATES 6/11/2021	Pavilion Rental

Charges

Date	Description	Total
6/11/2021	Pavilion Rental and 2 staff for activities + Garber and Hanson for one night	\$1,092.50 (\$142.50 deposit required)

Additional Contract Notes	
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Payment Process:

1. Please pay with the office manager in the main office when you arrive.

Please read, initial the terms and conditions, and sign the reverse side of this contract.

Keep one copy of this contract for your records. Sign and return one copy of the contract (both sides) to Accounts Receivable:

YMCA Camp Miller, 302 W 1st Street, Duluth, MN 55802
Phone | (218) 722-4745 ext 170 Email | emarshall@duluthymca.org

BOOKING CONTRACT:

Rates and Accommodations: Rates quoted are for the entire contracted period. Rates include, lodging, food service, meeting space, class instruction and activities, and use of recreational and program facilities. Taxes will be added for lodging, meals, and facility rental. If your organization is tax-exempt, please submit proof of status with your signed contract.

Reservations: Reserved dates are confirmed and held when YMCA Camp Miller receives full deposit and signed contract. Whenever possible, groups attending camp have the privilege of first refusal for the corresponding date the following year, provided reservation contract and deposit are received at least three months in advance of the requested date. Date changes for returning groups are subject to space availability.

Reservation Commitment: The group leader agrees to report, at least 60 days prior to arrival, any change in the anticipated number of attendees by sending the update number to: emarshall@duluthymca.org. The group agrees to pay the total bill for actual attendance or 90% of the total charges for the approximate number as stated on this contract, whichever is higher.

Payment: All deposits are applied to the final bill. Full payment is due within 30 days of receipt of invoice. Payment may be made by cash, check or credit card.

Cancellations: The deposit is non-refundable. In the event of cancellation within 90 days of the group's scheduled arrival, the group agrees to pay, as liquidated damages, 50% of the estimated total bill as specified in this contract. Deposits or payments received prior to cancellation will be applied. YMCA Camp Miller reserves the right to cancel this contract in the event payments are not made as required, and the reserved group will forfeit all payments previously made.

Group Conduct: The reserving group will provide qualified adult leadership for all participants under 18 years. All school members will conduct themselves in accordance with the policies of YMCA Camp Miller and the Duluth Area Family YMCA.

Safety Procedures, Supervision, First Aid, & Emergency Care: The group is responsible for its own supervision, first aid and emergency care.

Release: In consideration of being permitted to use the YMCA facilities, user agrees to assume all risks in connection with such use whether foreseen or unforeseen, and further agrees that neither the YMCA nor its officers, operators, agents or staff may be held liable in any way for any occurrence not arising out of their own negligence and further releases the aforementioned YMCA, officers, operators, agents or staff for any harm, injury, or damage arising out of users' use of facilities.

Legal Costs: In the event of a breach in the terms of this agreement, the user agrees to pay reasonable attorney fees and legal costs incurred by YMCA related to said breach.

Hold Harmless: User agrees to hold harmless and indemnify YMCA against any claims and losses including reasonable attorney's fees and court costs arising out of its use and occurring as a result of actions of its members or participants.

Damages: The group assumes financial responsibility for damages incurred through intentional or negligent action by any members(s) of the group. Fines or charges for the misuse or damage of camp property will be applied to the group's final bill. The group agrees to pay any such fines or charges.

Insurance: Groups and their participants must provide their own liability and accident insurance coverage. The Duluth Area Family YMCA does not provide insurance coverage or benefits for illness or injury of group members. The group agrees to provide proof of insurance.

Please indicate your acceptance of these terms by signing this contract. The undersigned group leader represents that they are authorized to sign this contract and to bind their group/business to the stated terms.

X Emily Marshall

Authorized Camp Miller Staff

X Sherry Williams

Authorized Group Leader

Date: 2/28/2021

Date: _____

Catherine A. Erickson, CFO

OH - E - 005 - 579 - 504 - 306 - 000

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called _____ District, _____ and Timothy Sworsky, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

- 1. Dates of Service.** This Agreement shall be deemed to be effective as of 04/7/2021 and shall remain in effect until 05/10/2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Assist in transition to Director of Human Resources as Interim Director.
- 3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

- 4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 63.86 hourly and \$ 10,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel

involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Human Resources , 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Timothy Sworsky 1505 N. 42nd Ave E. Duluth MN 55804

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Timothy Sworsky _____
 04/07/2021
 Contractor Signature _____ SSN/Tax ID Number _____
 Date

B W Walker _____
 Program Director _____ Date 4/7/21

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	012	105	000	305	000 105
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Catherine [Signature] _____
 CFO / Superintendent of Schools / Board Chair _____ Date 4/9/21

April 14, 2021

A.W. Kuettel & Sons, Inc.
Attn: Adam Kuettel
3930 Airpark Boulevard
Duluth, MN 55811

Re: Bid #1284 – District-Wide Annual Roofing Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Kuettel:

Attached please find a copy of the Agreement between ISD #709 and A.W. Kuettel & Sons, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 21, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **March 31, 2022**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

CONTRACT

ROOFING LABOR

Bid #1284

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor:	A.W. Kuettel & Sons, Inc.
Contact:	Adam Kuettel
Address:	3930 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-722-3901 fax 218-722-6113
Correspondance Email Address	akuettel@awkuettel.com
Emergency Contact & Phone Number	Adam Kuettel 218-590-6854

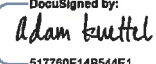

REGULAR HOURLY RATE	FY21 <i>First Year</i>	FY22 Second Year	FY23 <i>Third Year</i>
Roofing Foreman	\$88.00	\$88.88	
Roofing Journeyman	\$84.00	\$84.84	
Roofing Apprentice	\$50.00	\$50.50	
Roofing Laborer	\$50.00	\$50.50	
Crane/Operator Rate	\$150.00	\$151.50	
Sheet Metal Foreman	\$90.00	\$90.90	
Sheet Metal Journeyman	\$87.00	\$87.87	
Sheet Metal Apprentice	\$60.00	\$60.60	

OVERTIME HOURLY RATE	FY21	FY22	FY23
Roofing Foreman	\$103.00	\$104.03	
Roofing Journeyman	\$100.00	\$101.00	
Roofing Apprentice	\$75.00	\$75.75	
Roofing Laborer	\$75.00	\$75.75	
Crane/Operator Rate	\$200.00	\$202.00	
Sheet Metal Foreman	\$108.00	\$109.08	
Sheet Metal Journeyman	\$105.00	\$106.05	
Sheet Metal Apprentice	\$90.00	\$90.90	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(1.0% increase over FY21 contract)

Estimated Annual Amount of Quote \$47,015.50

Insurance Received <input type="checkbox"/>		
Acceptance of 2021/2022 Contract	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>517760E148544E1</small> </div>	4/14/2021
ISD 709, Cathy Erickson: CFO/Executive Director of Business Services	 <small>signature</small>	<small>date</small> 4-14-21 <small>date</small>

April 7, 2021

Architectural Services, Inc.
Attn: Ryan Erspamer
126 East Superior Street
Duluth, MN 55802

Re: Proposal for Professional Services – ARI Project #2021-053 Denfeld High School - Room 1214 Toilet Room Modification

Dear Mr. Erspamer:

Attached please find a copy of the agreement between ISD #709 and Architectural Services, Inc. for the above referenced project. After review and if you concur, please, sign and date the following item where indicated, via DocuSign by April 9, 2021:

- **Agreement**

Provide the following by April 9, 2021 (please email to laura.smithtremble@isd709.org):

- **Insurance Certificate** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner
Manager of Facilities
Enclosures



AGREEMENT

THIS AGREEMENT made and entered into this 7th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Architectural Resources, Inc.**, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide architectural and construction administration services for the **Denfeld High School - Room 1214 Toilet Room Modification** project as defined in the attached proposal, **ARI Project #2021-053** dated April 6, 2021 for a **lump sum of \$12,000.00**.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal ARI Project #2021-053;
3. Contractor's Insurance Policy;
4. Any other documents identified by District.

3. **Background Check.** N/A

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for a lump sum of \$12,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of receipt of all required backup documentation and submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Architectural Resources, Inc., 126 East Superior Street, Duluth, MN 55802.

11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers’ Compensation Insurance: Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.


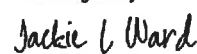

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:  <small>ED1ADFF9ED304EA</small>	41-0988307	4/16/2021
Architectural Resources, Inc.	SSN/Tax ID Number	Date
DocuSigned by:  <small>DD8E4124EA044DF</small>		4/16/2021
Program Director - Special Services		Date
DocuSigned by:  <small>1AEAF2483495423</small>		4/16/2021
Program Director - Facilities Management		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

TBD						

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

	4-20-21
CFO / Superintendent of Schools / Board Chair	Date



April 6, 2021

Mr. Dave Spooner
Manager of Facilities
ISD #709 Duluth Public Schools
215 North 1st Avenue East
Duluth, MN 55802

Professional Services Proposal

Denfeld High School - Room 1214 Toilet Room
ARI Project # 2021-053

Mr. Spooner,

Thank you for the opportunity to submit the following professional design services proposal for replacement of two single-user toilet rooms in current classroom 1214 at Denfeld High School to a single shower/toilet room in its place to serve as part of an ASD suite.

Project Understanding:

ARI understands that this project is integral to the use of the classroom suite for the intended purpose of an ASD Suite. This space function and layout shall mimic the toilet/bathing facility constructed at Lincoln Park Middle School in the summer of 2019 for the same purpose. Additionally, it is understood:

- Interior finishes shall match the quality/type of the current toilet rooms that the project replaces; utilize existing finishes and fixtures as able.
- Layout to accommodate existing doorways to existing corridor and adjacent classroom.
- Project to be procured by indefinite quantities Sourcewell contract with Kraus-Anderson Construction.
- Construction to be complete prior to school start in Fall of 2021.
- Space to include roll-in shower, toilet, sink, casework, and space for 6' changing table.
- Existing drawings to be provided by ISD #709 for our use during design.

Proposed Scope of Work:

Based on our above understanding, ARI proposes the following scope of work:

- Architectural Design Services
 - Space layout and finish selection
 - Coordination with Kraus-Anderson for pricing
 - Plan review coordination with the State of MN and City of Duluth
- Mechanical Engineering Design Services
 - Heating
 - Ventilation

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

www.arimn.com

Mr. Dave Spooner
Professional Services Proposal – Denfeld High School - Room 1214 Toilet Room
April 6, 2021
Page 2 of 2

- Plumbing
- Controls
- Plumbing permit application
- Electrical Engineering Design Services
 - Lighting
 - Power
 - Fire alarm
 - Data/low-voltage
- Construction Documents
 - Fully permittable construction documents with on-drawing specifications for the following disciplines:
 - Architecture
 - Mechanical Engineering
 - Electrical Engineering
- Construction Administration
 - Periodic on-site construction observation
 - Pay application review/approval
 - Shop drawing review
 - Construction question follow-up
 - ISD 709 progress updates

Proposed Fee

ARI proposes a lump sum fee of \$12,000 (twelve thousand dollars) for the scope of work outlined in this proposal.

ARI's fees include all expenses related to travel, meals and reproduction. Plan review fees and any required printing of plans and specifications for bidding is considered an additional reimbursable expense.

Please review our proposal and don't hesitate to reach out with any questions. Again, thank you for this opportunity.

Respectfully,

ARCHITECTURAL RESOURCES, INC.



Ryan Erspamer, Principal/Architect
RE/jm

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

www.arimn.com

April 25, 2021

Blotti Contracting
Attn: John Blotti
9426 Grand Avenue
Duluth, MN 55808

RE: QUOTE #4312 – District-Wide Lawn Care Services - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. LaLone:

Attached please find a copy of the Agreement between ISD #709 and Blotti Contracting, Inc. for the above referenced project for the period **May 2, 2021 - September 11, 2021**. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 28, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to **May 2, 2021** as your current certificate expired on February 11, 2021.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner
Manager of Facilities



CONTRACT**LAWN CARE SERVICES - QUOTE #4312**

Third Year of Contract (Second of Two Renewable Years)
for the period of May 2, 2021 through September 11, 2021
Independent School District No. 709

Contractor: **Blotti Contracting**

Contact: John Blotti

Address: 9426 Grand Avenue, Duluth, Minnesota 55808

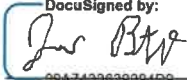

Phone: 218-727-7686

Email Address: blotticontracting@gmail.com

Emergency Contact Phone Number: 218-428-4208

		2019 First Year	2020 Second Year	2021 Third Year
1	Central High School (closed)	\$350.00	\$355.25	\$358.80
2	Congdon Park Elementary School	\$94.00	\$95.41	\$96.36
3	Denfeld High School	\$170.00	\$172.55	\$174.28
4	East High School	\$185.00	\$187.78	\$189.65
5	Historic Old Central High School	\$94.00	\$95.41	\$96.36
6	Homecroft Elementary School	\$94.00	\$95.41	\$96.36
7	Lakewood Elementary School	\$120.00	\$121.80	\$123.02
8	Laura MacArthur Elementary School	\$120.00	\$121.80	\$123.02
9	Lester Park Elementary School	\$74.00	\$75.11	\$75.86
10	Lincoln Park Middle School	\$375.00	\$380.63	\$384.43
11	Lowell Elementary School	\$90.00	\$91.35	\$92.26
12	Myers-Wilkins Elementary School	\$259.00	\$262.89	\$265.51
13	Ordean East Middle School	\$300.00	\$304.50	\$307.55
14	Piedmont Elementary School	\$95.00	\$96.43	\$97.39
15	Rockridge Academy	\$95.00	\$96.43	\$97.39
16	Stowe Elementary School	\$123.00	\$124.85	\$126.09
17	Transportation Center	\$34.00	\$34.51	\$34.86
		\$50,768.00	\$51,529.52	\$52,044.82

(1.5% increase over 2019 contract and 1.0% increase over 2020 contract)

Insurance Received	<input type="checkbox"/>		
Acceptance of 2021 Contract		DocuSigned by:  <small>69A7493639994D9...</small>	4/26/2021
		signature	date
ISD 709, Cathy Erickson			4/27/21
CFO/Executive Director of Business Services		signature	date

April 28, 2021

Donald Holm Construction Co., Inc.
Attn: Dan Holm
3211 West 3rd Street
Duluth, Minnesota 55806

**RE: QUOTE #4309 – District-Wide Annual Carpentry Labor - Third Year of Contract
(Second of Two Renewable Years) - REVISED**

Dear Mr. Holm:

Attached please find a copy of the Agreement between ISD #709 and Donald Holm Construction Co., Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 30, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **April 1, 2022**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities



CONTRACT

CARPENTRY LABOR

Quote #4309

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor: **Donald Holm Construction Co., Inc.**

Contact: Daniel Holm

Address: 3211 West 3rd Street, Duluth, Minnesota 55806

Phone: 218-628-2257 fax 218-628-1858

Correspondence Email Address: ryker@donaldholmconst.com

Emergency Contact & Phone Number: Dan Holm 218-590-1886

REGULAR HOURLY RATE	FY20 <i>First Year</i>	FY21 <i>Second Year</i>	FY22 <i>Third Year</i>
CARPENTRY FOREMAN	\$72.32	\$74.77	\$77.19
CARPENTRY JOURNEYMAN	\$68.70	\$71.06	\$73.47
APPRENTICE - level 8 (97%)	\$67.20	\$69.64	\$72.04
APPRENTICE - level 7 (93%)	\$65.37	\$67.76	\$70.12
APPRENTICE - level 6 (88%)	\$63.06	\$65.40	\$67.73
APPRENTICE - level 5 (83%)	\$60.75	\$63.05	\$65.34
APPRENTICE - level 4 (78%)	\$58.43	\$60.69	\$62.96
APPRENTICE - level 3 (73%)	\$56.13	\$58.34	\$60.57
APPRENTICE - level 2 (68%)	\$53.83	\$55.99	\$58.18
APPRENTICE - level 1 (63%)	\$51.52	\$53.64	\$55.78
LABORER FOREMAN	\$63.95	\$66.62	\$69.27
SEMI-SKILLED LABERER	\$63.95	\$66.62	\$69.27
LABORER	\$63.95	\$66.62	\$69.27
LABORER APPRENTICE (80%)	\$63.95	\$66.62	\$69.27

OVERTIME HOURLY RATE

FOREMAN	\$98.42	\$101.35	\$102.94
JOURNEYMAN	\$92.78	\$95.71	\$97.37
APPRENTICE - level 8 (97%)	\$90.68	\$93.57	\$95.22
APPRENTICE - level 7 (93%)	\$87.88	\$90.71	\$92.35
APPRENTICE - level 6 (88%)	\$84.37	\$87.13	\$88.78
APPRENTICE - level 5 (83%)	\$80.87	\$83.57	\$85.19
APPRENTICE - level 4 (78%)	\$77.36	\$80.00	\$81.60
APPRENTICE - level 3 (73%)	\$73.85	\$76.42	\$78.01
APPRENTICE - level 2 (68%)	\$70.35	\$72.84	\$74.43
APPRENTICE - level 1 (63%)	\$66.85	\$69.28	\$70.84
LABORER FOREMAN	\$87.58	\$91.31	\$93.90
LABORER SEMI-SKILLED	\$87.58	\$91.31	\$93.90
LABORER	\$87.58	\$91.31	\$93.90
LABORER APPRENTICE (80%)	\$87.58	\$91.31	\$93.90

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(*aprox. 3.6% increase over FY20 contract and aprox. 3.5% increase over FY21 contract*)

Estimated Annual Amount of Quote \$35,381.80

Insurance Received

Acceptance of 2021/2022 Contract

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services

DocuSigned by:

Dan Holm

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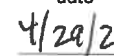
signature



signature

4/28/2021

date



date

April 8, 2021

Institute for Environmental Assessment, Inc.
Attn: Taylor Dickinson, CSP
5525 Emerald Avenue
Mountain Iron, MN 55768

Re: Lead-in-Water Testing - District-Wide - Proposal Dated March 31, 2021

Dear Ms. Dickinson, CSP:

Attached please find a copy of the agreement between ISD #709 and Institute for Environmental Assessment, Inc. for the above referenced project. After review and if you concur, please, sign and date the following item where indicated, via DocuSign by April 12, 2021:

- **Agreement**

Items needed already on file:

- **Insurance Certificate (expires 1/1/2022)**

Prior to starting:

- **Written Authorization to Proceed (Will be issued after the above items are received and fully executed by ISD 709)**

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign. If you have any questions, please call me at 218-336-8907.

Sincerely,



Matt Johnson
Health, Safety & Environmental Coordinator

Enclosures



AGREEMENT

THIS AGREEMENT made and entered into this 8th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Institute for Environmental Assessment, Inc.**, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until project is complete on or before June 30, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide services for the **District-Wide Lead-in-Water Testing** project as defined in the attached proposal dated March 31, 2021 for a **lump sum of \$38,900.00** which includes collections and analysis of 1,691 samples. If additional samples are needed, with the approval of ISD #709, they will be billed at an additional \$19/per sample.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal dated March 31, 2021;
3. Contractor's Insurance Policy;
4. Contractor's Affidavit;
5. Any other documents identified by District.

3. **Background Check.** N/A

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for a **lump sum of \$38,900.00** which includes collections and analysis of 1,691 samples. If additional samples are needed, with the approval of ISD #709, they will be billed at an additional \$19/per sample.. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to

Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of receipt of all required backup documentation and submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Institute for Environmental Assessment, Inc., 5525 Emerald Avenue, Mountain Iron, MN 55768.

11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

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Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the

certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.




At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:  <small>5D937E15A0D648B...</small>	41-1270974	4/9/2021
DocuSigned by: Institute for Environmental Assessment, Inc.  <small>B6DDF2F2BA8E40F...</small>	SSN/Tax ID Number	Date
DocuSigned by: Program Director - Health, Safety & Environmental Coordinator  <small>F48B0215A4FE41B...</small>		4/9/2021
Program Director - Facilities Management		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

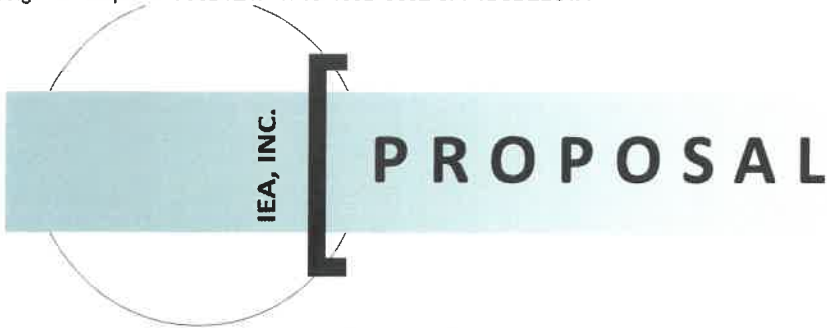
Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

05	E	005	865	349	305	000

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

DocuSigned by:  <small>EDBF2CAG8D844B2...</small>	4/9/2021
CFO / Superintendent of Schools / Board Chair	Date



Contact Us:

BROOKLYN PARK OFFICE
9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE
610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE
210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE
601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE
1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE
5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

Lead-in-Water Testing
for
Independent School District #709
Districtwide Sites

MARCH 31, 2021

Lead-in-Water Testing at Districtwide Sites

PROPOSAL PROVIDED TO:

Matt Johnson
Safety, Health & Environmental Coordinator
Independent School District #709
730 East Central Entrance
Duluth, MN 55802
Phone: (218) 336-8700 ext. 3240
E-mail: matthew.johnson@isd709.org

PROPOSAL CONTACT:

Taylor Dickinson, CSP
Virginia & Brainerd Regional Manager
IEA, Inc.
5525 Emerald Avenue
Mountain Iron, MN 55768
Phone: (218) 410-9521
E-mail: Taylor.Dickinson@ieasafety.com

PROJECT INTRODUCTION

IEA, Inc. is pleased to provide this proposal to conduct water testing for lead content in accordance with the Minnesota Department of Health (MDH) and Minnesota Department of Education (MDE)'s *Reducing Lead in Drinking Water: A Technical Guidance and Model Plan for Minnesota's Public Schools*, and the Lead Contamination Control Act (LCCA) of 1988, developed by the Environmental Protection Agency (EPA).

Minnesota Statue 121A.335 requires that potable water fixtures in public school buildings serving students in prekindergarten and kindergarten through grade 12 be tested for lead in water at least once every five years.

SCOPE OF WORK

Sample Collection and Analysis

IEA will collect and submit up to 1,691 samples at the following buildings and locations specified on the maps provided, listed below to an accredited laboratory for analysis using the ICP/MS EPA Method 200.8.

- Denfeld High School
- East High School
- Lincoln Park Middle School
- Ordean East Middle School
- Congdon Park Elementary School
- Homecroft Elementary School
- Lakewood Elementary School
- Laura MacArthur Elementary School
- Lester Park Elementary School
- Lowell Elementary School
- Myers-Wilkins Elementary School
- Piedmont Elementary School
- Stowe Elementary School

Final Report

Once IEA has received results of the analysis, a final report will be developed, including the following information:

- Methodology
- Summary of testing results
- Recommendations for further actions, if necessary
- Laboratory analysis documents

LIMITATIONS & ASSUMPTIONS

IEA will sample up to 1,691 fixtures listed on the maps provided to IEA. Not including eyewash stations noted.

Fixtures scheduled for sampling shall not be used for 6-18 hours prior to sampling.

Additional or follow-up samples will not be taken unless discussed with the District and an authorized change order is obtained.

Lead-in-Water Testing at Districtwide Sites

COMPENSATION

IEA's fee associated with this project as outlined above is **\$38,900**. This fee includes sample collection, laboratory fees, travel expenses, and final report.

The fee includes collection and analysis of up to 1,691 samples. Additional samples will be billed at \$19/per sample.

This fee is eligible for funding from the state under UFARS 349 – Hazardous Substances. Our proposal is valid within sixty days.

SCHEDULE

IEA's sampling services will be completed on or before June 30, 2021 upon receipt of the signed proposal. IEA will schedule this project through, Matt Johnson.

We expect to have a final report submitted to the District within 15 days of receipt of laboratory testing results.

PROPOSAL TERMS

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal.

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Lead-in-Water Testing services. Please sign this authorization to proceed and e-mail to Taylor.Dickinson@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Taylor Dickinson, CSP
Virginia & Brainerd Regional Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal dated March 31, 2021.

Printed Name

Authorized Signature

Date

UFARS Code or PO Number

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

General Conditions (cont'd)

C. Insurance

- (1) Consultant carries coverage and limits of liability insurance as follows:
 - (a) Workers Compensation with statutory limits.
 - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
 - (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)
 - (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
 - (e) Professional Liability (claims made) with the following coverage:

\$1,000,000.00 per occurrence
 - (f) Contractor Pollution Liability (claims made):

\$1,000,000.00 each occurrence
 - (g) Umbrella Liability.

\$5,000,000.00 each occurrence
- (2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

- (3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by: <i>Taylor Dickinson</i> 5D937E15A0D6488...	41-1270974	4/9/2021
Institute for Environmental Assessment, Inc.		SSN/Tax ID Number
DocuSigned by: <i>Matthew John</i> B6DDF2F28A6E40F...		4/9/2021
Program Director - Health, Safety & Environmental Coordinator		Date
DocuSigned by: <i>David Spooner</i> F48B9215A4FE418...		4/9/2021
Program Director - Facilities Management		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

05	E	005	865	349	305	000

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Catharine E. Dool

 CFO / Superintendent of Schools / Board Chair

4-9-21

 Date

April 25, 2021

Johnson's Carpet One
Attn: Kyle Severin
5611 Grand Avenue
Duluth, MN 55807

**Re: Quote #4341 – District-Wide Flooring Installation Labor - Second Year of Contract
(First of Two Renewable Years)**

Dear Mr. Severin:

Attached please find a copy of the Agreement between ISD #709 and Johnson's Carpet One for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 15, 2021.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



CONTRACT

FLOORING INSTALLATION LABOR

Quote #4341

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

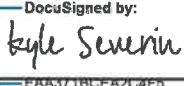

Contractor:	Johnson's Carpet One		
Contact:	Richard Meyer		
Address:	5611 Grand Avenue, Duluth, MN 55807		
Phone:	218-628-2249	fax 218-628-2132	
Correspondance Email Address	kseverin@johnsoncarpetone.com		
Emergency Contact & Phone Number	Jim Pohl 218-628-2249 (office)		

HOURLY RATE	FY21 <i>First Year</i>	FY22 Second Year	FY23 <i>Third Year</i>
REGULAR HOURLY RATE	\$67.00	\$67.67	
OVERTIME HOURLY RATE	\$85.00	\$85.85	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(1.0% increase over FY21 contract)

Estimated Annual Amount of Quote **\$6,767.00**

Insurance Received	<input type="checkbox"/>	
Acceptance of 2021/2022 Contract	<small>DocuSigned by:</small>  <small>EA0371BCEA2C4F5...</small>	4/26/2021
	<i>signature</i>	<i>date</i>
ISD 709, Cathy Erickson	 <hr/>	4/27/21
CFO/Executive Director of Business Services	<i>signature</i>	<i>date</i>

April 25, 2021

Johnson Controls, Inc.
Attn: Ben LaLone
4627 Airpark Blvd.
Duluth, MN 55811

RE: QUOTE #4310 – District-Wide Chiller Inspection and Maintenance Services - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. LaLone:

Attached please find a copy of the Agreement between ISD #709 and Johnson Controls, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 30, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **October 1, 2021**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner
Manager of Facilities



CONTRACT**CHILLER INSPECTION AND MAINTENANCE SERVICES****QUOTE #4310**

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor:	Johnson Controls
Contact:	Ben Lalone
Address:	4627 Airpark Boulevard, Duluth, MN 55811
Phone:	218-725-6762
	Fax: 218-727-7945
Correspondence Email Address	matt.d.hoven@jci.com (Matt Hovan)
Emergency Contact & Phone Number	866-211-3536

CALL OUT HOURLY RATE	<i>FY20 First Year</i>	<i>FY21 Second Year</i>	<i>FY22 Third Year</i>
NORMAL WORKING HOURS	\$126.00	\$127.89	\$129.17
AFTER NORMAL WORKING HOURS	\$175.00	\$177.63	\$179.40
SUNDAY & HOLIDAY WORKING HOURS	\$175.00	\$177.63	\$179.40

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on chillers.

ANNUAL INSPECTIONS COST PER BUILDING		<i>14 Month (4)</i>	<i>12 Month (3)</i>	<i>12 Month (3)</i>	
1	Congdon Park Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
2	Denfeld High School	4	\$5,984.00	\$4,555.32	\$4,600.87
3	East High School	3	\$4,488.00	\$3,416.49	\$3,450.65
4	Homecroft Elementary School	1	\$1,496.00	\$1,138.83	\$1,150.22
5	Lakewood Elementary School	1	\$1,496.00	\$1,138.83	\$1,150.22
6	Laura MacArthur Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
7	Lester Park Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
8	Lincoln Park Middle School	2	\$2,992.00	\$2,277.66	\$2,300.44
9	Lowell Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
10	Myers-Wilkins Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
11	Ordean East Middle School	2	\$2,992.00	\$2,277.66	\$2,300.44
12	Piedmont Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
13	Stowe Elementary School	1	\$1,496.00	\$1,138.83	\$1,150.22
Total Amount			\$38,896.00	\$29,609.58	\$29,905.68

NOTE: SERVICE SHALL BE COMPLETED AS STATED IN DOCUMENTS

(1.5% increase over FY20 contract and 1.0% increase over FY21 contract)

Insurance Received	<input type="checkbox"/>	DocuSigned by:	
Acceptance of 2021/2022 Contract		<i>Ben Lalone</i>	4/25/2021
		0FEA6FAF6B3B4AA...	
		signature	date
ISD 709, Cathy Erickson		<i>Cathy Erickson</i>	4/27/21
CFO/Executive Director of Business Services		signature	date

April 25, 2021

Lakeshore Ice Company, Inc. dba Carlson Refrigeration
Attn: Todd Carlson
602 Ogden Avenue
Superior, WI 54880

**RE: QUOTE #4313 – District-Wide Refrigeration Repair Services - Third Year of Contract
(Second of Two Renewable Years)**

Dear Mr. Carlson:

Attached please find a copy of the Agreement between ISD #709 and Lakeshore Ice Company, Inc. dba Carlson Refrigeration for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **February 28, 2022.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner
Manager of Facilities



CONTRACT

REFRIGERATION REPAIR SERVICES

QUOTE #4313

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor: **Lakeshore Ice Company, Inc. dba Carlson Refrigeration**

Contact: Todd Carlson

Address: 602 Ogden Avenue, Superior, Wisconsin 54880

Phone Number: 715-395-5513

Fax Number: 715-395-5675

Correspondence Email Address: todd@carlson-lakeshore.com

Emergency Contact & Phone Number: Todd Carlson 218-348-4733

HOURLY RATES	FY20 <i>First Year</i>	FY21 <i>Second Year</i>	FY22 <i>Third Year</i>
Regular Hourly Rates	\$77.00	\$78.16	\$78.94
Overtime Hourly Rates	\$115.50	\$117.23	\$118.40
Holiday Hourly Rates	\$154.00	\$156.31	\$157.87

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(1.5% increase over FY20 contract and 1.0% increase over FY21 contract)

Estimated Annual Amount of Quote **\$15,787.31**

Insurance Received

Acceptance of 2021/2022 Contract

DocuSigned by:

Todd Carlson

C580C88480784D4

signature

4/26/2021

date

ISD 709, Cathy Erickson

CFO/Executive Director of Business Service:

Cathy Erickson

signature

4/27/21

date

April 13, 2021

Northland Constructors of Duluth, Inc.
Attn: Craig Ploetz
4843 Rice Lake Road
Duluth, MN 55803

RE: QUOTE #4361 District-Wide Cement Masons Labor

Dear Mr. Ploetz:

Attached please find a copy of the agreement between ISD #709 and Northland Constructors of Duluth, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign by April 21, 2021:**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by April 30, 2021 (please email to laura.smithtremble@isd709.org):

- **Insurance Certificate** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Northland Constructors of Duluth, Inc.**, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be **effective as of July 1, 2021 and shall remain in effect until June 30, 2022**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **Quote #4361 District-Wide Annual Cement Masons Labor** for the period of **July 1, 2021 through June 30, 2022**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$11,862.50. Total Contract award amount to be determined through execution of this contract based upon hourly service rates, equipment usage rates and materials as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's Quote #4361 - Addendum No. 1 response;
3. Quote #4362, Quote #4361 - Addendum No. 1;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

3. Background Check. N/A

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$11,862.50 based upon hourly service rates, equipment usage rates and materials as defined in the contractor's quote.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of receipt of all required inspection reports and submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Northland Constructors of Duluth, Inc., 4843 Rice Lake Road, Duluth, MN 55803.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:

A8F0A5023C954CE... 41-1451666 4/14/2021

Northland Constructors of Duluth, Inc. Signature SSN/Tax ID Number Date

DocuSigned by:

1AFAF2483495423... 4/14/2021

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01/05	E	Varies by site	810/865	000/384	350	000
-------	---	----------------	---------	---------	-----	-----

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair Date 4-29-21

April 25, 2021

Northland Fire & Safety, Inc.
Attn: Mark Wagemaker
2213 E 5th Street
Superior, WI 54880

RE: Quote #4311 – District-Wide Annual Fire Extinguisher Service - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Wagemaker:

Attached is a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project covering the period from July 1, 2021 through June 30, 2022. After review and if you concur, please sign and date where indicated **by April 30, 2021.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of the current certificate on **July 1, 2021.**

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner
Manager of Facilities

Attachment



CONTRACT

FIRE EXTINGUISHER SERVICE

Quote #4311



Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor:	Northland Fire & Safety, Inc.		
Contact:	Mark Wagemaker		
Address:	2213 East 5th Street, Superior, Wisconsin 54880		
Phone:	715-398-6643	fax:	715-398-6647
Correspondence Email Address:	mwagemaker@northland.com (Mark) 218-428-4580		
Emergency Contact & Phone Number:	Liz Wagemaker 218-4428-4581		

HOURLY RATE	FY20 <i>First Year</i>	FY21 <i>Second Year</i>	FY22 <i>Third Year</i>
Annual Service and Tagging (per unit)	\$2.15	\$2.18	\$2.20
Annual Service and Tagging Amount (405)	\$870.75	\$883.81	\$892.65
Recharging - Dry Chemical	\$8.37	\$8.50	\$8.58
Recharging - Halotron	\$8.37	\$8.50	\$8.58
Recharging - Co2	\$13.68	\$13.89	\$14.02
Recharging - K-Class	\$20.00	\$20.30	\$20.50
Hydrostatic Test - Dry Chemical	\$8.52	\$8.65	\$8.73
Hydrostatic Test - Halotron	\$8.52	\$8.65	\$8.73
Hydrostatic Test - Co2	\$20.44	\$20.75	\$20.95
Hydrostatic Test - K-Class	\$40.00	\$40.60	\$41.01
6 Year Maintenance - Dry Chemical	\$2.43	\$2.47	\$2.49
6 Year Maintenance - Halotron	\$2.43	\$2.47	\$2.49
5 Year Class K Hydrotest/Recharge	\$40.00	\$40.60	\$41.01
Dry Chemical Material Per Pound	\$1.03	\$1.05	\$1.06
Halotron Material Per Pound	\$26.44	\$26.84	\$27.10
Co2 Material Per Pound	\$1.84	\$1.87	\$1.89
K-Class Material Per Liter	\$19.17	\$19.46	\$19.65

(1.5% increase over FY20 contract and 1.0% increase over FY21 contract)

Estimated Annual Amount of Quote **\$2,279.26**

Insurance Received <input type="checkbox"/>	DocuSigned by:  438D44BF3EA347F...	4/28/2021
Acceptance of 2021/2022 Contract	signature	date
ISD 709, Cathy Erickson	 signature	4/29/21
CFO/Executive Director of Business Services	signature	date

April 13, 2021

Northland Fire & Safety, Inc.
Attn: Mary Randby
2213 E 5th Street
Superior, WI 54880

RE: QUOTE #4359 District-Wide Fire Alarm Systems Annual Inspection & Testing

Dear Ms. Randby:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign by April 21, 2021:**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by April 30, 2021 (please email to laura.smithtremble@isd709.org):

- **Insurance Certificate** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Northland Fire & Safety**, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be **effective as of July 1, 2021 and shall remain in effect until June 30, 2022**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **Quote #4359 District-Wide Annual Inspection and Testing of Fire Alarm Systems** for the period of **July 1, 2021 through June 30, 2022**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award includes the smoke detection inspection and testing amount of \$19,142.00, kitchen hood cleaning amount of \$5,598.00 (the number of hoods is accurately represented in Quote #4359 as 36), ANSUL system inspection amount of \$4,420.00 and is approximately \$29,160.00. Total Contract award amount to be determined through execution of this contract based upon inspection and testing amounts and add/deduct per device as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's Quote #4359 response;
3. Quote #4359;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

3. **Background Check.** N/A

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$29,160.00 based on inspection and testing amounts and add/deduct per device rates defined in contractor's quote.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of receipt of all required inspection reports and submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Northland Fire & Safety, Inc., 2213 E 5th Street, Superior, WI 54880.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:
Mary Randby 39-1862881 4/13/2021
22GD49E6F424489...
Northland Fire & Safety, Inc. Signature SSN/Tax ID Number Date

DocuSigned by:
David Spooner 4/13/2021
1AF4F2483485423...
Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

- 1. The following budget (include full 18 digit code); or
- 2. will be paid using Student Activity Funds; or
- 3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

05	E	005	865	363	305	000

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cathie Gelso Date 4-14-21
CFO / Superintendent of Schools / Board Chair

FORM OF QUOTATION

ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

for the period of July 1, 2021 through June 30, 2022
with the option to extend two (2) additional one-year periods by mutual agreement

QUOTE #4359

Wednesday, March 3, 2021, 2:00 p.m.

Independent School District No. 709
Duluth, Minnesota 55802

Date: February 25, 2021

The undersigned, having personally and carefully examined the documents for Annual Inspection and Testing of Fire Alarm Systems for the period of July 1, 2021 through June 30, 2022, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said documents.

<u>Building/Address</u>	<u>Column A</u> <u>Total Amount including</u> <u>Sensitivity Testing</u>	<u>Column B</u> <u>Total Amount without</u> <u>Sensitivity Testing</u>
1) Central High School (closed) 800 East Central Entrance		\$ <u>441.00</u>
2) Congdon Park Elementary School 3116 East Superior Street	\$ <u>616.00</u> FY22	\$ <u>601.00</u>
3) Denfeld High School 401 North 44th Avenue West		\$ <u>1966.00</u>
4) East High School 301 North 40th Avenue East		\$ <u>976.00</u>
5) Garfield Avenue Building 330 Garfield Avenue		\$ <u>296.00</u>
6) Historic Old Central High School 215 North 1st Avenue East	\$ <u>1441.00</u> FY24	\$ <u>796.00</u>
7) Homecroft Elementary School 4784 Howard Gnesen Road	\$ <u>756.00</u> FY24	\$ <u>491.00</u>
8) Lakewood Elementary School 5207 North Tischer Road	\$ <u>711.00</u> FY24	\$ <u>416.00</u>
9) Laura MacArthur Elementary School 720 North Central Avenue		\$ <u>666.00</u>
10) Lester Park Elementary School 5300 Glenwood Street		\$ <u>331.00</u>
11) Lincoln Park Middle School 3215 West 3rd Street		\$ <u>506.00</u>
12) Lowell Elementary School 2000 Rice Lake Road	\$ <u>1441.00</u> FY24	\$ <u>796.00</u>
13) Myers-Wilkins Elementary School 1027 North 8th Avenue East	\$ <u>1066.00</u> FY22	\$ <u>691.00</u>
14) Ordean East Middle School 2900 East 4th Street		\$ <u>686.00</u>
15) Piedmont Elementary School 2827 Chambersburg Avenue		\$ <u>411.00</u>
16) Rockridge Academy 4849 Ivanhoe Street	\$ <u>466.00</u> FY23	\$ <u>366.00</u>
17) Secondary Technical Center Main Campus (closed) 802 East Central Entrance		\$ <u>666.00</u>

- 18) **Secondary Technical Center Upper (Facilities Management Offices)** \$ 266.00
730 East Central Entrance
- 19) **Stowe Elementary School** \$ 811.00 FY24 \$ 466.00
715 - 101st Avenue West

Column A - Total Amount including Sensitivity Testing: (FY22 thru FY24) \$ 19,142.00

Column B - Total Amount without Sensitivity Testing: (total of items 1 - 19) \$ 11,834.00

TOTAL AMOUNT OF QUOTE: (total of Column A & B) \$ 30,976.00

NOTE: Closed buildings will require approval from the Owner prior to inspection and testing

ADD/DEDUCT PER DEVICE: (to be used to adjust quote amount if device count changes)

Smoke/Heat Detector	\$ <u>1.00</u>	Other Initiating Devices	\$ <u>1.00</u>
Signaling Notification Device	\$ <u>.75</u>	Accessory Device	\$ <u>1.00</u>

ADD ALTERNATES: (price is total hood/system as defined in attached documents)

Kitchen Hood Cleaning \$ 5,598.00 (Total Annual Amount for ~~36~~ ³⁷ annual duct hood cleanings)
Total Annual Amount to include the City of Duluth Compliance Fee

ANSUL System Inspection \$ 4,420.00 (Total Annual Amount for 19 semi-annual ANSUL system inspections)
Total Annual Amount of ANSUL System Inspections includes two (2) semi-annual inspections

ISD 709 reserves the right to accept or reject any or all quotes. If their quote is accepted, the undersigned will promptly enter into a contract with ISD 709 for the performance of his said quote, all as required by the documents.
Quotes submitted shall be valid for forty-five (45) days from date of quote.

Mary Randby
 Authorized Representative Signature
 Mary Randby
 Print Name
 Low Voltage Manager/Office Manager
 Title
 715-398-6643
 Telephone Number
 Mary Randby
 Primary Contact
 On Call Pager 218-788-6651
 Emergency Contact and Phone Number

Northland Fire & Safety, Inc.
 Company Name
 2213 E 5th Street
 Company Address
 Superior WI 54880
 City State Zip
 715-398-6647
 Fax Number
 715-398-6643
 Primary Contact Phone Number
 mrandby@northlandfire.com
 Correspondence Email Address

QUOTE TABULATION
ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS
for the period of July 1, 2021 through June 30, 2022

QUOTE #4359

Wednesday, March 3, 2021, 2:00 p.m.

	ECSI	Great Lakes Alarm	LVC Companies	Northland Fire & Safety	
1) Central HS (Closed)	\$1,892.00	\$492.00	\$1,350.00	\$441.00	
2) Congdon Park ES		\$737.00	\$900.00	\$601.00	
Sensitivity Testing FY22	\$1,390.00	\$2,592.00	\$720.00	\$616.00	
3) Denfeld HS	\$6,348.00	\$4,972.00	\$4,680.00	\$1,966.00	
4) East HS	\$1,354.00	\$772.00	\$1,080.00	\$976.00	
5) Garfield Avenue	\$1,201.00	\$352.00	\$720.00	\$296.00	
6) HOCHS		\$1,584.00	\$1,620.00	\$796.00	
Sensitivity Testing FY24	\$2,775.00	\$4,440.00	\$1,440.00	\$1,441.00	
7) Homecroft ES		\$1,136.00	\$1,080.00	\$491.00	
Sensitivity Testing FY24	\$1,843.00	\$2,760.00	\$900.00	\$756.00	
8) Lakewood ES		\$842.00	\$720.00	\$416.00	
Sensitivity Testing FY24	\$1,459.00	\$2,060.00	\$540.00	\$711.00	
9) Laura MacArthur ES	\$1,858.00	\$1,094.00	\$1,440.00	\$666.00	
10) Lester Park ES	\$846.00	\$422.00	\$720.00	\$331.00	
11) Lincoln Park MS	\$1,225.00	\$639.00	\$1,170.00	\$506.00	
12) Lowell ES		\$1,080.00	\$1,620.00	\$796.00	
Sensitivity Testing FY24	\$2,073.00	\$2,984.00	\$1,440.00	\$1,441.00	
13) Myers-Wilkins ES		\$1,360.00	\$1,800.00	\$691.00	
Sensitivity Testing FY22	\$2,310.00	\$4,636.00	\$1,620.00	\$1,066.00	
14) Ordean East MS	\$850.00	\$604.00	\$810.00	\$686.00	
15) Piedmont ES	\$948.00	\$555.00	\$810.00	\$411.00	
16) Rockridge Academy		\$408.00	\$540.00	\$366.00	
Sensitivity Testing FY23	\$1,063.00	\$1,080.00	\$450.00	\$466.00	
17) STC Main (closed)	\$1,598.00	\$933.00	\$720.00	\$666.00	
18) STC Upper (Facilities)	\$475.00	\$212.00	\$450.00	\$266.00	
19) Stowe ES		\$786.00	\$900.00	\$466.00	
Sensitivity Testing FY24	\$1,451.00	\$2,312.00	\$720.00	\$811.00	
Total Amount (Sensitivity)	\$14,364.00	\$22,864.00	\$7,830.00	\$7,308.00	
Total Amount (1-19)	\$18,595.00	\$18,980.00	\$23,130.00	\$11,834.00	
TOTAL AMOUNT OF QUOTE	\$32,959.00	\$41,844.00	\$30,960.00	\$19,142.00	

Smoke/Heat Detector	\$8.29	\$2.50	\$6.00	\$1.00	
Signaling Notification Device	\$1.96	\$1.50	\$0.00	\$0.75	
Other Initiating Device	\$8.28	\$3.50	\$6.00	\$1.00	
Accessory Device	\$8.28	\$1.50	\$15.00	\$1.00	

Kitchen Hood Cleaning	\$41,074.00		\$18,459.00	\$5,598.00	
ANSUL System Inspection	\$3,857.00		\$6,270.00	\$4,420.00	

Northland Included both Column A and B (Column A discription was confusing)

Great Lakes added PS Stadium in Total Amount of Quote, is subtracted from Total Amount of Quote on tabulation

April 14, 2021

Regional Contracting & Painting
Attn: Rick Impola
P.O. Box 16153
Duluth, MN 55816

Re: Bid #1282 – District-Wide Annual Painting Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Impola:

Attached please find a copy of the Agreement between ISD #709 and Regional Contracting & Painting for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 21, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **June 24, 2021**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



CONTRACT

PAINTING LABOR

Bid #1282

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor:	Regional Contracting & Painting
Contact:	Rick Impola
Address:	PO Box 16153, Duluth, Minnesota 55816
Phone:	218-341-4683 (Melissa Abbett) fax 218-729-6215
Correspondence Email Address	melissa@regionalcp.com
Emergency Contact & Phone Number	Rick Impola 218-428-3572

REGULAR HOURLY RATE	FY21 <i>First Year</i>	FY22 Second Year	FY23 <i>Third Year</i>
Painter Foreman	\$78.00	\$78.78	
Painter Apprentice	\$46.00	\$46.46	
Drywall Taper Journeyman	\$78.00	\$78.78	
Drywall Taper Apprentice	\$46.00	\$46.46	
Plasterers Journeyman	\$78.00	\$78.78	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

OVERTIME HOURLY RATE

Painter Foreman	\$92.38	\$93.30	
Painter Apprentice	\$65.16	\$65.81	
Drywall Taper Journeyman	\$92.38	\$93.30	
Drywall Taper Apprentice	\$65.89	\$66.55	
Plasterers Journeyman	\$92.38	\$93.30	

(1.0% increase over FY21 contract)

Estimated Annual Amount of Bid \$32,926.00

Insurance Received <input type="checkbox"/>		
Acceptance of 2021/2022 Contract	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>516E310F72GA40B...</small> </div>	4/27/2021
	<i>signature</i>	<i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	 <i>signature</i>	4/29/21 <i>date</i>

April 13, 2021

Superior Glass, Inc.
Attn: Knute Pedersen
823 Belknap Street #110
Superior, WI 54880

RE: QUOTE #4362 District-Wide Glass Replacement Services

Dear Mr. Pedersen:

Attached please find a copy of the agreement between ISD #709 and Superior Glass, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **April 21, 2021**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by April 30, 2021 (please email to laura.smithtremble@isd709.org):

- **Insurance Certificate** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy)

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Superior Glass, Inc.**, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be **effective as of July 1, 2021 and shall remain in effect until June 30, 2022**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **Quote #4362 District-Wide Annual Glass Replacement Services** for the period of **July 1, 2021 through June 30, 2022**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$26,015.40. Total Contract award amount to be determined through execution of this contract based upon hourly service rates and materials as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's Quote #4362 response;
3. Quote #4362;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

3. **Background Check.** N/A

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and

expenses in performing said obligations at an annual rate of approximately \$26,015.40 based upon hourly service rates and materials as defined in the contractor's quote.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of receipt of all required inspection reports and submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Superior Glass, Inc., 823 Belknap Street #110, Superior, WI 54880.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. Negotiation, Mediation and Arbitration. Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:
Kriste Pedersen 39-1314755 4/14/2021
28DBB04803BB4D3...
Superior Glass, Inc. Signature SSN/Tax ID Number Date

DocuSigned by:
David Spooner 4/14/2021
1AFAE2483495423
Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01/05	E	Varies by site	810/865	000/368	350	000
-------	---	----------------	---------	---------	-----	-----

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cathryn Edoor 4-14-21
CFO / Superintendent of Schools / Board Chair Date

FORM OF QUOTATION GLASS REPLACEMENT SERVICES

for the period of July 1, 2021 through June 30, 2022

QUOTE #4362

Tuesday, March 9, 2021, 2:00 p.m.

Independent School District No. 709
Duluth, Minnesota 55802

Date:

The undersigned, having personally and carefully examined the documents for Glass Replacement Services for the period of July 1, 2021 through June 30, 2022, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said documents.

Invoicing shall include **labor hours for site time only** (see paragraph - 14 Invoicing)

HOURLY RATE - REGULAR \$ 81.22 per hour
HOURLY RATE - OVERTIME \$ 121.83 per hour
HOURLY RATE - HOLIDAY \$ 162.44 per hour

Total Annual Amount of Labor \$ 24,366.⁰⁰ (*Hourly Rate - Regular times 300 hours)

All glazing materials will be provided at the following prices on a per square foot basis for the following listed materials:

TYPE OF GLASS (per square foot)	1/4 inch thick	3/16 inch thick	1/8 inch thick	Annual Total Sq.Ft. (1/4 x Sq.Ft.)
Single Pane Clear Laminated Glass	\$ <u>12.65</u>		\$ <u>10.65</u>	(20) \$ <u>253</u>
Single Pane Clear Tempered Glass	\$ <u>8.97</u>	\$ <u>8.92</u>	\$ <u>8.31</u>	(20) \$ <u>179.40</u>
Single Pane Double-Strength Plate Glass			\$ <u>4.13</u>	
Double Pane Clear Annealed Insulated Glass with Low E (1")	\$ <u>14.55</u>			(20) \$ <u>291</u>
Double Pane Colored Annealed Insulated Glass with Low E (1")	\$ <u>14.75</u>			(20) \$ <u>295</u>
Double Pane Clear Tempered Insulated Glass with Low E (1")	\$ <u>17.00</u>			(20) \$ <u>340</u>
Double Pane Colored Tempered Insulated Glass with Low E (1")	\$ <u>14.55</u>			(20) \$ <u>291</u>

Total Annual Amount of Material \$ 1,649.40 (1/4 inch thick glass times square feet)

MULLIONS: Price per Mullion Opening on Insulated Glass \$ 4.70 per mullion opening

Total Annual Amount of Quote \$ 26,015.40 (Labor and Material)


Total Annual Amount of Quote is based on an estimated amount of hours and material, ISD 709 does not guarantee the minimum or maximum number of total hours and material.

Materials not provided by ISD 709 shall require prior approval and be invoiced at cost plus ten percent (10%). All rented equipment used by the contractor to accomplish the assigned project shall be reimbursable or chargeable at the rental rate plus five percent (5%), no charges will be allowed for vendor owned equipment.

Addendum Received: No. 1 _____ No. 2 _____ No. 3 _____

ISD 709 reserves the right to accept or reject any or all quotes. If their quote is accepted, the undersigned will promptly enter into a contract with ISD 709 for the performance of his said quote, all as required by the documents.

Quotes submitted shall be valid for forty-five (45) days from date of quote.



Authorized Representative Signature
Knute Pedersen

Print Name
President

Title
715-394-5588

Telephone Number
Tim Rooney

Primary Contact
Knute Pedersen 715-394-5588

Emergency Contact and Phone Number

Superior Glass, Inc.

Company Name
823 Belknap Street #110

Company Address
Superior WI 54880

City State Zip
715-394-5580

Fax Number
715-394-5588

Primary Contact Phone Number
jmlaren@superiorglass.us

Correspondence Email Address

QUOTE TABULATION
GLASS REPLACEMENT SERVICES
 for the period of July 1, 2021 through June 30, 2022
QUOTE #4362
 Tuesday, March 9, 2021 - 2:00 p.m.

Vendor	Regular	Overtime	Holiday	Type of Glass	THICKNESS (price per sq. ft.)			Mullion	Total Annual Amount of Quote
					1/4"	3/16"	1/8"		
Arrowhead Window & Door 606 Elk Street Duluth, Minnesota 55803 phone: 218-729-9000				single clear laminated					Total Labor
				single clear tempered					Total Material
				single double strength					Total Amount of Quote
				double clear annealed					
				double colored annealed					
				double clear tempered					
St. Germain's Glass Co 212 North 40th Avenue West Duluth, Minnesota 55807 phone: 218-628-0221				double colored tempered					
				single clear laminated	\$8.44		\$6.76		Total Labor
				single clear tempered	\$4.26	\$4.26	\$4.05		Total Material
				single double strength			\$3.05		Total Amount of Quote
		\$95.79	\$123.75	\$148.75	\$12.09			\$13.22	
					\$14.80				Total Labor
Superior Glass, Inc. 823 Belknap Street Superior, Wisconsin 54880 phone: 715-394-5588				double clear annealed					Total Material
				double clear tempered	\$15.24				Total Amount of Quote
				double colored tempered	\$18.96				
				single clear laminated	\$12.65		\$10.65		Total Labor
				single clear tempered	\$8.97	\$8.92	\$8.31		Total Material
		\$81.22	\$121.83	\$162.44	\$14.55		\$4.13	\$4.70	Total Amount of Quote
The Glass Guru of Duluth 102 East Central Entrance Duluth, Minnesota 55811 phone: 218-624-2119				double colored annealed	\$14.75				Total Labor
				double clear tempered	\$17.00				Total Material
				double colored tempered	\$14.55				Total Amount of Quote
				single clear laminated					
				single clear tempered					
				single double strength					
				double clear annealed					Total Labor
				double colored annealed					Total Material
				double clear tempered					Total Amount of Quote
				double colored tempered					
				double clear laminated					
				single clear tempered					
				single double strength					
				double clear annealed					
				double colored annealed					
				double clear tempered					
				double colored tempered					
				double clear laminated					
				single clear tempered					
				single double strength					
				double clear annealed					
				double colored annealed					
				double clear tempered					
				double colored tempered					

April 12, 2021

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: QUOTE #4360 – District-Wide Annual Inspection & Service to Boilers

Dear Mr. Swanson:

Attached please find a copy of the agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **April 21, 2021**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (Included for ISD #709 signature)

Provide the following by **April 30, 2021** (please email to laura.smithtremble@isd709.org):

- **Insurance Certificate** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy)

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed, a copy of the Agreement will be returned to you. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **The Jamar Company**, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2021 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **Quote #4360 District-Wide Annual Inspection and Service to Boilers** for the period of **July 1, 2021 through June 30, 2022**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$22,070.00. Total Contract award amount to be determined through execution of this contract based upon annual inspection amounts, hourly service rates and materials as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's Quote #4360 response;
3. Quote #4360, Addendum 1-Quote #4360 and Addendum 2-Quote #4360 ;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

3. **Background Check.** N/A

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$22,070.00 based

upon annual inspection amounts, hourly service rates and materials as defined in the contractor's quote. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of receipt of all required inspection reports and submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to The Jamar Company, 4701 Mike Colalillo Drive, Duluth, MN 55807.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in

the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:
Mark Swanson SSN/Tax ID Number 4/12/2021
201212C180CA487 41-1509431
 The Jamar Company Signature SSN/Tax ID Number Date

DocuSigned by:
David Spooner 4/12/2021
1AFAF2483495423
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01/05	E	Varies per site	810/865	000/ 363 380	350	000
-------	---	-----------------	---------	----------------------------	-----	-----

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cathrine Edson 4-14-21
 CFO / Superintendent of Schools / Board Chair Date

FORM OF QUOTATION
ANNUAL INSPECTION AND SERVICE TO BOILERS
 for the period of July 1, 2021 through June 30, 2022
 with the option to extend two (2) additional one-year periods by mutual agreement
QUOTE #4360 - ADDENDUM No. 2
Tuesday, March 2, 2021, 2:00 p.m.

Independent School District No. 709
 Duluth, Minnesota 55802

Date: 03/02/2021

The undersigned, having personally and carefully examined the documents for **Annual Inspection and Service of Boilers** for the period of July 1, 2021 through June 30, 2022, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said documents.

1) Congdon Park Elementary School	\$ <u>1,510.00</u>	for 3 boilers
2) Denfeld High School	\$ <u>3,355.00</u>	for 7 boilers
3) East High School	\$ <u>3,355.00</u>	for 7 boilers
4) Homecroft Elementary School	\$ <u>1,510.00</u>	for 3 boilers
5) Lakewood Elementary School	\$ <u>1,050.00</u>	for 2 boilers
6) Laura MacArthur Elementary School	\$ <u>1,510.00</u>	for 3 boilers
7) Lester Park Elementary School	\$ <u>1,050.00</u>	for 2 boilers
8) Lincoln Park Middle School	\$ <u>1,510.00</u>	for 3 boilers
9) Lowell Elementary School	\$ <u>1,050.00</u>	for 2 boilers
10) Myers-Wilkins Elementary School	\$ <u>1,510.00</u>	for 3 boilers
11) Ordean East Middle School	\$ <u>1,510.00</u>	for 3 boilers
12) Piedmont Elementary School	\$ <u>1,050.00</u>	for 2 boilers
13) Rockridge Academy	\$ <u>1,050.00</u>	for 2 boilers
14) Stowe Elementary School	\$ <u>1,050.00</u>	for 2 boilers
TOTAL AMOUNT OF QUOTE (Items 1 through 14)	\$ <u>22,070.00</u>	44 total boilers
Aerco Boiler 24-Month Service Charge: (12-Month Service shall be included in annual service)	\$ <u>1,090.00</u> per Aerco boiler	

CALL OUT SERVICE:

Call out for Regular Hourly Rate.....Hourly Rate 7:00 a.m. to 5:00 p.m., Monday through Friday	\$ <u>128.00</u>
Call out for Overtime Hourly Rate.....Hourly Rate 5:00 p.m. to 7:00 a.m., Monday through Friday and Saturday	\$ <u>192.00</u>
Call out for Sunday and Holiday Hourly Rate.....Hourly Rate	\$ <u>256.00</u>

Materials not provided by ISD 709 shall require prior approval and be invoiced at cost plus ten percent (10%). All rented equipment used by the contractor to accomplish the assigned project shall be reimbursable or chargeable at the rental rate plus five percent (5%), no charges will be allowed for vendor owned equipment.

FACTORY TRAINED PERSONNEL:

Vendor has factory trained personnel for the following: Aerco Fulton

Indicate below the type of training for each manufacturer:

Aerco: factory training

Fulton: factory training

Vlessmann: per the vendor, no factory training is offered

ISD 709 reserves the right to accept or reject any or all quotes. If their quote is accepted, the undersigned will promptly enter into a contract with ISD 709 for the performance of his said quote, all as required by the documents.

Quotes submitted shall be valid for forty-five (45) days from date of quote.


Authorized Representative Signature
Mark Swanson
Print Name
Department Manager
Title
218.628.1027
Telephone Number
Mark Swanson
Primary Contact
dispatch@jamarcompany.us / 218.628.3624
Emergency Contact and Phone Number

The Jamar Company
Company Name
4701 Mike Colalillo Drive
Company Address
Duluth, MN 55807
City State Zip
218.628.1174
Fax Number
218.628.6027
Primary Contact Phone Number
mark.swanson@jamarcompany.us
Correspondence Email Address

QUOTE TABULATION
ANNUAL INSPECTION AND SERVICE TO BOILERS
 for the period of July 1, 2021 through June 30, 2022
 QUOTE #4360

Tuesday, March 2, 2021, 2:00 p.m.

	A.G. O'Brien	A.W. Kuettle & Sons	Carlson Brothers	Carlson Duluth	General Heating	The Jamar Company	Johnson Controls	UHL Company
1	Congdon Park	3				\$1,510.00	\$1,581.00	\$1,824.00
2	Denfeld HS	7				\$3,355.00	\$3,689.00	\$4,256.00
3	East HS	7				\$3,355.00	\$3,689.00	\$4,256.00
4	Hornecroft	3				\$1,510.00	\$1,581.00	\$1,824.00
5	Lakewood	2				\$1,050.00	\$1,054.00	\$1,216.00
6	Laura MacArthur	3				\$1,510.00	\$1,581.00	\$1,824.00
7	Lester Park	2				\$1,050.00	\$1,054.00	\$1,216.00
8	Lincoln Park MS	3				\$1,510.00	\$1,581.00	\$1,824.00
9	Lowell	2				\$1,050.00	\$1,054.00	\$1,216.00
10	Myers-Wilkins	3				\$1,510.00	\$1,581.00	\$1,824.00
11	Ordean East MS	3				\$1,510.00	\$1,581.00	\$1,824.00
12	Piedmont	2				\$1,050.00	\$1,054.00	\$1,216.00
13	Rockridge	2				\$1,050.00	\$1,054.00	\$1,216.00
14	Stowe	2				\$1,050.00	\$1,054.00	\$1,216.00
TOTAL AMOUNT OF QUOTE		42				\$22,070.00	\$23,188.00	\$26,752.00
Aerco 24-Month Service Charge						\$1,090.00	*	\$6,026.00

* Not submitted on Addendum No. 2 Form of Quotation sheet

14 boilers

EMERGENCY SERVICES (Call Out Hourly Rate)

Regular Hourly Rate						\$128.00	\$123.50	\$126.50
Overtime Hourly Rate						\$192.00	\$185.25	\$189.75
Sunday and Holiday Hourly Rate						\$256.00	\$247.00	\$253.00
Factory Trained Personnel						yes	yes/no	yes

corrected

April 14, 2021

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

Re: Bid #1283 – District-Wide Annual Plumbing Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Swanson:

Attached please find a copy of the Agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 21, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2021**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



CONTRACT**PLUMBING LABOR - Bid #1283**

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor:	The Jamar Company
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807
Phone:	218-628-6027 fax 218-628-1174
Correspondance Email Address	service@jamarcompany.us
Emergency Contact & Phone Number	Mark Swanson 218-628-3624

REGULAR HOURLY RATE	FY21 First Year	FY22 Second Year	FY23 Third Year
Plumber Foreman	\$125.00	\$126.25	
Plumber Journeyman	\$76.25	\$77.01	
Plumber Apprentice (70%)	\$60.00	\$60.60	
Sheet Metal Foreman	\$125.00	\$126.25	
Sheet Metal Journeyman (2 year)	\$76.25	\$77.01	
Sheet Metal Apprentice (70%)	\$60.00	\$60.60	
Insulator Foreman	\$125.00	\$126.25	
Insulator Journeyman (2 year)	\$76.25	\$77.01	
Insulator Apprentice (70%)	\$60.00	\$60.60	

OVERTIME HOURLY RATE (time and a half)

Plumber Foreman	\$187.50	\$189.38	
Plumber Journeyman	\$114.38	\$115.52	
Plumber Apprentice (70%)	\$90.00	\$90.90	
Sheet Metal Foreman	\$187.50	\$189.38	
Sheet Metal Journeyman (2 year)	\$114.38	\$115.52	
Sheet Metal Apprentice (70%)	\$90.00	\$90.90	
Insulator Foreman	\$187.50	\$189.38	
Insulator Journeyman (2 year)	\$114.38	\$115.52	
Insulator Apprentice (70%)	\$90.00	\$90.90	

OVERTIME HOURLY RATE (double time)

Plumber Foreman	\$250.00	\$252.50	
Plumber Journeyman	\$152.50	\$154.03	
Plumber Apprentice (70%)	\$120.00	\$121.20	
Sheet Metal Foreman	\$250.00	\$252.50	
Sheet Metal Journeyman (2 year)	\$152.50	\$154.03	
Sheet Metal Apprentice (70%)	\$120.00	\$121.20	
Insulator Foreman	\$250.00	\$252.50	
Insulator Journeyman (2 year)	\$152.50	\$154.03	
Insulator Apprentice (70%)	\$120.00	\$121.20	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.
(1.0% increase over FY21 contract)

Estimated Annual Amount of Bid \$52,772.50

Insurance Received <input type="checkbox"/>	DocuSigned by: Mark Swanson 201212C180CA487	4/14/2021
Acceptance of 2021/2022 Contract	<i>Mark Swanson</i> signature	date
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	<i>Cathy Erickson</i> signature	4-14-21 date

April 26, 2021

Viele Contracting
Attn: Desi Govze
5064 Reid Rd.
Duluth, MN 55803

RE: Bid #1272 – District-Wide Snow Plowing Services - Third Year of Contract (Second of Two Renewable Years)

Dear Ms. Govze:

Attached please find a copy of the Agreement between ISD #709 and Viele Contracting for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 30, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of the current certificate on **October 19, 2021**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner
Manager of Facilities



CONTRACT

SNOW PLOWING SERVICES

BID #1272

Third Year of Contract (Second of Two Renewable Years)
 for the period of July 1, 2021 through June 30, 2022 (FY22)
 Independent School District No. 709

Contractor:	Viele Contracting, Inc.		
Contact:	Desi Govze		
Address:	5064 Reid Road, Duluth, Minnesota 55803		
Phone Number:	218-348-4563 (Lonn)		
Correspondence Email Address:	viele@viele.us		
Emergency Contact & Phone Number:	218-728-2334 (Desi)		

SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Lester Park, 5300 Glenwood Avenue	\$358.80	\$625.34	\$1,045.65
Lowell, 2000 Rice Lake Road	\$297.29	\$512.58	\$666.35
TOTALS PER SNOW FALL	\$656.10	\$1,137.92	\$1,712.00

Total Annual Amount (16/2/1): **\$14,485.37**

(1.5% increase over FY20 contract and 1.0% increase over FY21 contract)

Insurance Received	<input type="checkbox"/>		
Acceptance of 2021/2022 Contract		DocuSigned by:  <small>D5022D9A5697406...</small>	4/28/2021
		<i>signature</i>	<i>date</i>
ISD 709, Cathy Erickson		 CFO/Executive Director of Business Services	4/28/21
		<i>signature</i>	<i>date</i>

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Alberio, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *Is to set out the terms and conditions whereby Contractor will provide programs or services for the district at the times and locations set forth in this agreement.*

1. Dates of Service. This Agreement shall be deemed to be effective as of April 5, 2021 and shall remain in effect until June 10, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. *To facilitate communication between deaf and hard-of-hearing (DHH) students and their peers, our staff and other adults, using sign language. Interpreters will model signs for DHH students during instructional and non-instructional periods, such as playtime and school related extracurricular activities. The educational interpreter provides interpreting and support services (educational tutoring) to students who are DHH being educated in their local school district. Other duties may be performed when they do not interfere with interpreting include tutoring, participation in meetings and being an active member of the school's educational team.*

3. Background Check. *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 hourly and \$6,000.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brenda Vieths, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Kathleen Alberio 7764 Albert Rd. Saginaw, MN 55779.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Kathleen Alberic _____ 4/12/2021
 Contractor Signature SSN/Tax ID Number Date
Jackie L Ward _____ 4/20/2021
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	405	740	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Matthew Eiler _____ 4-21-21
 CFO / Superintendent of Schools / Board Chair Date

Sund: Jason Crane
 Duluth Public Schools
 215 N 1st Ave E
 Duluth, MN 55802

**Duluth Public Schools
Special Services Department
215 N 1ST Ave. E. Duluth, MN 55802
218-336-8740**

INDIVIDUAL OR AGENCY – Purchase of services

This consultant Agreement is by and between Duluth Public Schools and the Agency or Individual(s) named. Services to be provided and other details have been listed below.

Name / Agency: KY Interpreting

Address: 3251 Dahl Rd

Telephone #(s): 218-393-3504

Social Security or
Federal ID Number: 26-3754494

W-9 Must be Attached

Description of Service
To be Performed: Interpreting Services as needed by the school district

Population to be
Served: Students and staff requiring ASL-English Interpreting Services

Location of Service: Any ISD 709 Location

Required Qualification: Nationally Certified Interpreter

File Folder if Needed:

Date(s) of Services: February 25, 2021 - June 10, 2021

Rate of Pay: \$65.00 per hour (2-hour minimum at \$130.00), Not to exceed \$6,000.00

Invoicing Procedures: Invoices sent monthly

Cancellation
Requirements:

All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services cancelled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public Schools.

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (NLC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches \$600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other part. Any copy of this document shall be considered to have the binding and legal effect of an original document.

SIGNATURES

KY Interpreting

3/26/2021

Date

Duluth Public Schools - Assistant Director of Special Education

Date

Duluth Public Schools - CFO

Date

01 E 005 405 740 305 000

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and College of St. Scholastica, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 1, 2021 and shall remain in effect until June 15, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance:

In collaboration with the College of St. Scholastica Annual Teaching and Learning Conference Duluth Public Schools **all** employees will have the opportunity to attend the Virtual Professional Development at the Teaching and Learning Conference, through the College of St. Scholastica on June 15, 2021.

The conference includes: keynote address, breakout sessions and networking opportunities throughout the day. The conference is designed to address the critical issues facing educators and other social sector practitioners. The conference also provides and addresses the Minnesota Department of Education teaching renewal licensure requirements.

The following are the articulated points of agreement within this partnership.

- All Duluth Public Schools employees will have full access to the full-day conference and any recorded professional development sessions.
- Duluth Public Schools is invited to prepare professional development (s) session (s) for the conference.
- Conference personnel will work collaboratively with Duluth Public Schools to set up a registration process for participants from the district.
- Duluth Public Schools will share conference information with their teachers as appropriate.
- Duluth Public Schools can be listed as a conference partner on the website and other conference-related digital products, if desired, and will provide an appropriate logo for distribution.

3. Background Check. *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file. If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to the Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Larva, Director of Curriculum and Instruction, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Cheryl .

10. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

17. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written. _____

Brenda Fischer 41-0698301 _____ 04/15/2021 _____
 Contractor Signature SSN/Tax ID Number Date

Cheryl Lucarelle
Janine Larva _____ 4/15/21 _____
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cathryn Edson _____ 4-27-21 _____
 CFO / Superintendent of Schools / Board Chair Date



STATEMENT OF WORK

Project Name:	Duluth Public Schools-2021.03-Network Analysis	Seller Representative:
Customer Name:	Duluth Independent School District No. 709 (MN)	Dave Donarski
CDW Affiliate:	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
Date:	March 31, 2021	Solution Architect:
Drafted by:	Ted Psaras	Robert Wardin

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Duluth Independent School District No. 709 (MN) (“**Customer,**” and “**Client,**”).

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at www.cdwg.com (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT DESCRIPTION

PROJECT SCOPE

The purpose of this project is to provide an assessment of Cisco network devices on the Customer’s local and/or wide area network(s). The following overview will provide you with a concise synopsis of the Seller Solution.

- Assessment of the current status of the WLAN, LAN, Firewall and WAN infrastructure of Customer
- Creation of a network assessment document based on findings, that focus on LAN/WAN redundancy, fail-over, and other industry-leading practices as detailed below
- An estimate of services required to address the gaps, if any, between the current state and desired state of the Cisco WLAN, LAN, and WAN solution

Customer’s Duluth Public Schools

DISCOVERY

This phase ensures that the final report is prioritized to address Customer’s needs and will enable Seller to provide better value by focusing on areas critical to Customer. This phase is made up of the following activities:

- Validate project objectives and approach
- Identify project resources, roles, and responsibilities
- Develop project interview schedule and complete time frames

The key to this phase is validating the business objectives for the network assessment. Once these objectives are validated, they become objectives for the engagement throughout the assessment.

CISCO WLAN ASSESSMENT

During this phase, Seller will start by interviewing Customer network staff to determine network considerations deemed most critical by the Customer, such as WAN outages, QoS issues, etc. With those considerations in mind, Seller will then assess the below devices and Cisco Networks within the following parameters where applicable:

- Review 5520 Controller for:
 - Best Practices
 - Firmware Update Policies
 - EOL/EOS status
 - Optimization
 - AP Groups/RF profiles
 - Channel Bonding (40 Mhz or 80 Mhz)
 - Band Steering configuration
 - RF study school of choice up to (200,000 sq/ft)
 - Spectrum analysis
- Review Cisco topology and device configuration for:
 - Spanning-tree configuration such as version and root placement
 - QoS desired usage and device capabilities
 - Multicast desired usage and device capabilities
 - Secure user access
 - Backup and redundant connections
 - Review of Chrome tablet firmware
- Review Cisco WLAN configuration for:
 - Current wireless SSID list and settings
 - SSID Encryption
 - Splash Page
 - Availability
 - Radio settings
 - L3 & L7 Firewall Rule considerations
- Other configuration parameters as mutually agreed upon during the discovery phase

FIREWALL ASSESSMENT

- Perform Palo Alto Next-Generation Firewall Health Check for up to 2 devices
 - Backup Configuration of Firewall
 - Review Logs for existing Errors and Warnings
 - Review Device Settings configurations:
 - High Availability configurations
 - Virtual Systems (VSYs) Mode
 - Active/Standby Mode
 - Server Profiles
 - Authentication Profiles
 - Device Administration
 - Software versions
 - Global Protect Client
 - Dynamic Updates
 - Certificate Management
 - Licenses
 - User-ID
 - Review Network Settings configurations:
 - Interfaces
 - Zones

- VLANs
- Virtual Wire & Virtual Routers
- DHCP
- DNS Proxy
- LLDP
- QoS
- IPSec Tunnels
- Global Protect
- Network Profiles
- Review Objects Settings configurations:
 - Addresses and Address Groups
 - Applications, Application Groups, Application Filters
 - Services and Service Groups
 - Global Protect
 - HIP Objects and Profiles
 - Custom Objects
 - Security Profiles and Groups
 - Antivirus
 - Anti-Spyware
 - Vulnerability Protection
 - URL Filtering
 - File Blocking
 - Wildfire Analysis
 - Data Filtering
 - DoS Protection
 - Log Forwarding
 - Authentication
 - Decryption Profiles
- Review Policies Settings configurations:
 - Security
 - Policy Based Forwarding
 - NAT/PAT
 - QoS
 - Decryption
 - Tunnel Inspection
 - Application Override
 - Authentication
 - DoS Protection

QUALITY OF SERVICE ASSESSMENT

During this phase, Seller will start by interviewing Customer network staff to determine QoS considerations deemed most critical by the Customer, such as prioritization of Voice and Video, custom applications, etc. With those considerations in mind, Seller will then assess up to 25 devices on the Customer's local and/or wide area network(s) within the following parameters where applicable:

- Hardware
 - Catalyst Switch(es)
 - Nexus Switch(es)
 - Cisco Router(s)
- Classification
 - Layer 2/Layer 3
 - Network-Based Application Recognition version 2 (NBAR2)
- Marking
- Queuing

- Policing
- Shaping
- Congestion Avoidance
- Service Provider mapping and translation
- WAN Virtual Private Networking (VPN) Per-tunnel QoS

QOS ASSESSMENT AND RECOMMENDATIONS REPORT

Once the existing data network is fully understood, Seller will prepare a report with the following:

EXISTING QoS OVERVIEW

This is a narrative summary of the current QoS deployment. The summary will include in-depth coverage of the LAN and WAN QoS logical protocol configuration within the existing network environment.

EXISTING ARCHITECTURE AND DESIRED FUNCTIONALITY

This is a narrative summary that details and contrasts the existing QoS deployment with discovered business and technical requirements and goals. For example, typical desired functionality may include providing prioritized access for Voice and Video, prioritizing specific applications, or de-prioritizing non-business traffic such as social media and file sharing. This portion of the document will match the aforementioned goals to existing QoS configuration and design and will be used as the business case basis from which Seller will make recommendations. The following areas are addressed within this section of the report:

- Application classification considerations
- LAN/WAN QoS considerations
- Service Provider QoS considerations
- WAN VPN QoS considerations

RECOMMENDATIONS

Seller will provide key recommendations based upon the discovery of the existing QoS deployment, the desired functionality of the Customer network environment, and Seller Best Practices. The recommendations will address the following, with an emphasis on operational and tactical recommendations:

- Operational recommendations
 - Key day-to-day considerations
 - Emphasis on immediate improvement to the QoS deployment with basic or less complex configuration changes
 - Examples may include classification descriptions, access-port classification issues, adjustment to queue sizes, etc.
- Tactical recommendations
 - Forward looking and more immediate goals addressing requirements in the 6 – 12 month time frame
 - Emphasis on realigning or changing major functionality of an existing technical solution to meet a desired goal, often enabling a business to capture improved productivity
 - Examples may include more complex class-map changes, additional application prioritization, per-tunnel configurations, etc.
- Strategic recommendations
 - Forward looking, long-term solution-based recommendations
 - Emphasis on high-level strategic deployment of technologies to meet key business or technical initiatives
 - Examples may include moving to NBAR2, implementing a QoS monitoring tool, SP QoS changes, etc.

Seller will provide high-level recommendations on how to transition to your desired QoS deployment, as well as discuss additional considerations.

The scope of each recommendation will directly address the business and/or technical goal of Customer, the gap between the existing QoS deployment and the desired functionality, and the recommended actionable items to achieve the desired result. This may include recommended physical topology changes, logical protocol changes, existing design modifications, or the introduction of a new solution.

Seller will adhere to industry-leading practices as well as design guidelines set forth by Cisco Systems when making recommendations to meet the goals of Customer.

CISCO ASSESSMENT AND RECOMMENDATIONS REPORT

Once the existing data network is fully understood, Seller will prepare a report with the following:

EXISTING CISCO WIRELESS NETWORK OVERVIEW

This is a narrative summary of the current architecture. The summary will include coverage of the physical layer topology as shown in the Cisco Topology map in the Dashboard as well as logical protocol configurations within the existing Cisco environment.

EXISTING ARCHITECTURE AND DESIRED FUNCTIONALITY

This is a narrative summary that details and contrasts the existing architecture with discovered business and technical requirements and goals. For example, typical desired functionality may include securing network devices or configuring a LAN for High Availability. This portion of the document will match the aforementioned goals to existing infrastructure configurations and designs, and will be used as the business case basis from which Seller will make recommendations. The following areas are addressed within this section of the report:

- Hardware and software placement
- Secured network management and access considerations
- Cisco's security features considerations
- SD-WAN traffic steering considerations
- Wireless considerations
- Manageability considerations
- Scalability considerations
- Reliability considerations
- QoS considerations
- Multicast considerations

RECOMMENDATIONS

Seller will provide key recommendations based upon the discovery of the existing network infrastructure, the desired functionality of the Customer network environment, and Seller Best Practices. The recommendations will address the following, with an emphasis on operational and tactical recommendations:

- Operational recommendations
 - Key day-to-day considerations
 - Emphasis on immediate improvement to the network environment with basic or less complex configuration changes
 - Examples may include spanning-tree, speed/duplex, logging, and management changes
- Tactical recommendations
 - Forward looking and more immediate goals addressing requirements in the 6 – 12 month time frame
 - Emphasis on realigning or changing major functionality of an existing technical solution to meet a desired goal, often enabling a business to capture improved productivity
 - Examples may include more complex routing, VLAN trunking, Wireless Survey to facilitate an RF redesign, and High Availability changes

- Strategic recommendations
 - Forward looking, long-term solution-based recommendations
 - Emphasis on high-level strategic deployment of technologies to meet key business or technical initiatives
 - Examples may include SD-WAN configuration adoption to improve branch performance or leveraging Cisco Insight for Web App health analytics to validate user experience

Seller will provide high-level recommendations on how to transition to your desired, future data network, as well as discuss additional considerations.

The scope of each recommendation will directly address the business and/or technical goal of Customer, the gap between the existing architecture and the desired functionality, and the recommended actionable items to achieve the desired result. This may include recommended physical topology changes, logical protocol changes, existing design modifications, or the introduction of a new solution.

Seller will develop hardware and software options to ensure feature parity with recommended design or configuration changes, and solutions. Seller will adhere to industry-leading practices as well as design guidelines set forth by Cisco Cisco when making recommendations to meet the goals of Customer.

Seller will create the necessary supporting documentation for any recommendations made, for example network diagrams to reflect design or solutions recommendations.

PROJECT OVERSIGHT

Seller will assign a Project Administrator to perform the following activities during the project:

- Kickoff Meeting – Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- Point of Contact – Act as a point of contact for changes or escalations that may arise during the project.
- Project Closure – Recap the project activities, provide required documentation, identify any next steps, and formally close the project.

CUSTOMER RESPONSIBILITIES

1. Provide Seller with access to network devices and dashboard, including http/telnet/ssh access and credentials as needed
2. Provide VPN access for Seller to perform remote work as needed
3. Provide any current networking documentation available such as network diagrams, device management IP addresses and hostnames, etc.
4. Provide qualified personnel who will perform Customer's obligations under this SOW, make timely decisions necessary to move performance of the Services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services
5. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the Services
6. Provide maps with expected AP placement so Seller can validate against currently configured Dashboard maps

PROJECT ASSUMPTIONS

1. Network and AutoVPN topology discovery and associated documentation is best effort and based only on Cisco Dashboard Topology information
2. All Services will be delivered remotely. No travel is required for Services. Customer will provide remote access to the environment to Seller as necessary for Seller to perform the Services
3. Customer's network devices are configured with CLI and SNMP credentials
4. Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's personnel will provide input, review the Services being performed and the items provided by Seller, answer

questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input

OUT OF SCOPE

1. Remediation of any issues or problems is out of scope for this engagement
2. Review of application list and application requirements (such as ports, protocols, and IPs) for firewall rule assessment or recommendations

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Asset Report	List of all Cisco Items in dashboard including Inventory, License Status, and Serial Numbers	PDF
Network Assessment Document	PDF Report including End of Sale/End of Life Announcements and Recommendations	PDF
Network Topology Map	Visual Depiction of L2/L3 topology for devices based on Cisco Dashboard Topology	PDF
QoS Assessment Document	PDF Report including Assessment findings and Recommendations	PDF
Next Steps, Recommendations follow-up	Preliminary Statement of Work written by Presales (non-billable) for the recommended next steps.	PDF
Firewall Health Check Document	Details of Basic Health Check for Palo Alto Next Generation	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

Kickoff Meeting. Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

Project Schedule or Plan. A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

Change Management. When a change to a project occurs, the Seller's project change control process will be utilized.

Project Closure. Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- • Acts as the main POC to customer, if requested

Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$22,120.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 110 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Wireless Engineer – Per Hour	\$200.00	44	\$8,800.00
Senior Security Engineer – Per Hour	\$215.00	8	\$1,720.00
Senior Route/Switch Engineer – Per Hour	\$200.00	40	\$8,000.00
Project Manager – Per Hour	\$200.00	18	\$3,600.00
Estimated Totals		110	\$22,120.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“Customer-Designated Locations”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: *Chris Schroeder*
Chris Schroeder (Apr 1, 2021 08:38 CDT)

By: *Cathy Erickson*
Cathy Erickson (Apr 1, 2021 08:51 CDT)

Name: Services Contracts Manager

Name: Bart Smith

Title: Services Contract Manager

Title: Chief Financial Officer

Date: Apr 1, 2021

Date: Apr 1, 2021

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

215 N 1ST AVE E, ACCTS PAYABLE

DULUTH, MN 55802-2058

01-E-005-108-151-303-011

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
District Office	215 N First Ave E, Duluth, MN 55802

CHANGE ORDER

Project Name:	Ad Hoc Statement of Work	Seller Representative: Mayank Srivastava 312.705.9366 mayasri@cdw.com
Customer Name:	Duluth Public Schools	
CDW Affiliate:	CDW Government LLC	Requesting Party: CDW
Effective Date:	April 19, 2021	
Change ID:	REQ01	

This change order (“**Change Order**” or “**CO**”) is made and entered into this April 19, 2021 (the “**Effective Date**”) by and between the undersigned, CDW Government LLC (“**Seller**” and “**we**”), and Duluth Public Schools (“**Customer**” and “**you**”), and amends that certain Ad Hoc Statement of Work Statement of Work made effective November 6, 2020 (“**Statement of Work**” or “**SOW**”).

CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds additional estimated units as per the table below.

ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$30,000 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 200 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
K-12 Strategist – Per Hour	\$150	200	\$30,000.00
Estimated Totals		200.00	\$30,000.00

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s),

there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____ Digitally signed
signature **Chris** by Chris
Name: _____ Schroeder
Title: **Schroeder** Date: 2021.04.27
Date: _____ 12:53:45 -05'00'

Duluth Public Schools

By: Catherine Erickson
signature
Name: Catherine A Erickson
Title: CFD
Date: 4/26/21

The following PSM has given approval:
Phillip Birt

01-E-005-108-154-303-000