



**Renewal for**  
Duluth Public Schools - Independent School District 709



Q-19645

Expires on:  
7/23/2025

**SchoolMint Inc.**  
319 Monroe Street  
Lafayette, LA 70501  
info@schoolmint.com

This Order Form (this "Agreement") is entered into as of  
6/18/2025 | 7:19 AM CDT

(the "Effective Date"), by and between Duluth Public Schools - Independent School District 709("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Terms of Service entered into as of the Effective Date by and between SchoolMint and Client, which are incorporated and made a part of this Order Form.

Subscription Term

Access to the services described below shall remain in effect from 6/23/2025 until 6/22/2026.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Period 1: 6/23/2025-6/22/2026

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Digital Advertising Services	Annual Social Media Marketing services, encompassing advertising and optimization efforts, procured for individual schools. Quantity represents number of schools receiving services.	1	\$15,000.00
Period 1: 6/23/2025-6/22/2026 TOTAL:			\$15,000.00



Discounts, if any, are only applicable to the first year of the subscription term. All renewals will be at SchoolMint's then current rates.

Services

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

**Role Definition and Agreement:** The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint. The undersigned acknowledges that, in the event of any conflicts, SchoolMint's Terms of Service, any Scope of Work, and Order Form (Collectively, "This Agreement") shall prevail over any other terms and conditions, including but not limited to the Client's Purchase Order.

By signing below, I hereby acknowledge that I have received, read, and am authorized to accept Schoolmint's  
Terms of Service v1.24  
(<https://schoolmint.com/terms-of-service/>)  
and  
Data Privacy Agreement  
(<https://schoolmint.com/student-data-privacy-agreement/>).

Duluth Public Schools  
- Independent School  
District 709

By:   
Signed by:  
E8A9815704064D6...

Name:  
Simone Zurich

Title:  
Exec Director of Bs Services

Date:  
6/17/2025 | 4:17 PM CDT

SchoolMint Inc.

By:   
DocuSigned by:  
01D7368DD948499...

Name:  
Elva Resillez

Title:  
Sr. Director of Revenue Operations

Date:  
6/18/2025 | 7:19 AM CDT

Client Information Sheet

Main Contact

Name Adelle wellens

Phone 2183368375

Email Address adelle.wellens@isd709.org

Address 709 Portia Johnson Dr Duluth MN 55811

Title

Secondary Contact

Name

Phone

Email Address

Title

Technical Contact

Name Adelle wellens

Phone 2183368375

Email Address adelle.wellens@isd709.org

Title

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice: Sheila Stevens

Attention to & Address Invoice Should be Sent to: Accounts Payable Attn: Business Services

Phone 2183368704

Email Address ap.vendor@isd709.org

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to **orders@schoolmint.com** along with this order form to avoid delays.

**PO required?**

Yes  
**Tax Exempt?**

**If tax exempt, a copy of your tax exemption certificate must be submitted along with this order form.**





DULUTH PUBLIC SCHOOL  
DISTRICT, MN - 2711040 - July 2025  
Renewal

Pricing Term Start Date: July 01, 2025 | Pricing Term End Date: June 30, 2026 | Quote  
Create Date: April 29, 2025 | Reference: 20250429-095350446

DULUTH PUBLIC SCHOOL DISTRICT, MN - 2711040  
709 Portia Johnson Dr.  
DULUTH, MN 55811  
United States

Simone Zunich  
simone.zunich@isd709.org

Comments

Valerie Conti - Parentsquare, Inc.

Products and Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Virtual Phone	07/01/2025	12M	8723	\$2.10	\$18,318.30 annually

<b>Engage 2023</b>	07/01/2025	12M	8723	\$4.72	\$41,172.56
				After \$0.28 discount	annually
Universal Reach <ul style="list-style-type: none"> <li>• One-way notifications and urgent alerts</li> <li>• Automated notices and attendance notifications</li> <li>• Social and website sharing</li> <li>• Student communication app (StudentSquare)</li> </ul>					
True Two-Way <ul style="list-style-type: none"> <li>• Two-way SMS texting</li> <li>• Two-way app and web messaging</li> <li>• Two-way email replies</li> <li>• Automatic language translation</li> </ul>					
Enhanced Engagement <ul style="list-style-type: none"> <li>• Newsletter designer (Studio Editor)</li> <li>• Appointment invitations and RSVPs</li> <li>• Volunteering and signups</li> <li>• Searchable directory</li> </ul>					
Admin Intelligence <ul style="list-style-type: none"> <li>• Data analytics and reporting</li> <li>• 100% contactability tools</li> <li>• Direct SIS integrations</li> <li>• Custom roles and permissions</li> </ul>					
Paperless Workflows <ul style="list-style-type: none"> <li>• Online forms and surveys</li> <li>• Digital permission slips and signatures</li> </ul>					

Totals

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.



**Simone Zunich**

simone.zunich@isd709.org

*Simone Zunich*

**Quote expires: July 28, 2025**

## **Purchase Terms**

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at [www.parentsquare.com/agreement](http://www.parentsquare.com/agreement), and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

*NOTE: Pricing above does not reflect ParentSquare's right to increase pricing as set forth in the ParentSquare School Agreement. Pricing above also does not include applicable tax, which will be applied upon invoicing.*

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

**Questions? Contact Me**



**Valerie Conti**

valerie.conti@parentsquare.com



Title	DULUTH PUBLIC SCHOOL DISTRICT, MN - 2711040 - July 2025...
File name	redir
Document ID	d5ac08888f1e943bfb50a31e39e79f45fbdefb9f
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was signed on app.hubspot.com

## Document History



SENT

**06 / 25 / 2025**

18:37:39 UTC

Sent for signature to Simone Zunich  
(simone.zunich@isd709.org) from esign@hubspot.com  
IP: 54.174.52.20



VIEWED

**06 / 25 / 2025**

18:45:06 UTC

Viewed by Simone Zunich (simone.zunich@isd709.org)  
IP: 24.158.25.245



SIGNED

**06 / 25 / 2025**

18:45:57 UTC

Signed by Simone Zunich (simone.zunich@isd709.org)  
IP: 24.158.25.245



COMPLETED

**06 / 25 / 2025**

18:45:57 UTC

The document has been completed.

## EARTHLINK, LLC ENTERPRISE SERVICE ORDER

This Service Order (the "**Service Order**") is subject to the terms and conditions of the ENTERPRISE CUSTOMER MASTER SERVICES AGREEMENT (the "**Agreement**") between EarthLink, LLC, with offices at 980 Hammond Drive, Suite 400, Atlanta Georgia 30328 ("**EarthLink**"), and the Customer named below ("**Customer**"). Capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

This Service Order is the initial request from Customer to EarthLink for Services. The acceptance of this Service Order is contingent on the Party's agreement to the corresponding Service Order Confirmation, a model copy of which is attached hereto as Exhibit A.

1. CUSTOMER: Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811)
2. PREMISES FOR SERVICE: 3401 Technology Dr, Duluth, MN 55811
3. DESCRIPTION OF SERVICE(S):
  1. SERVICE ORDER TERM: The Service Order Term shall commence on the Availability Date and shall continue for [ 12 ] full calendar months thereafter.
  2. AUTOMATIC RENEWAL OF SERVICE ORDER TERM: After the end of the initial Service Order Term, the Service Order Term will automatically renew on a month-to-month basis until it is cancelled according to the Agreement.
  3. INSTALLATION FEE: \$0.00
  4. MONTHLY SERVICE FEE: \$1,774.06
  5. ESTIMATED INSTALLATION: Thirty (30) days after the Service Order Confirmation Date as defined in the Service Order Confirmation.
  6. SERVICE DETAILS: List of services are included on the following page.
4. CONDITIONS TO THIS SERVICE ORDER:
  1. The implementation of this Service Order is contingent on the occurrence of a Service Order Confirmation Date.
  2. The terms of this Service Order will be augmented and subject to the terms of any Service Order Confirmation.
5. ADDITIONAL TERMS: (6) Full PRI Circuits (1400) DIDs (59) Additional Directory Listings (138) 911 Fee Surcharges (6) Facility Access Charge Surcharges (1) Federal TRS/USF Surcharge 20,000 Minute LD Package

EarthLink, LLC

Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811)

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

By: Simone Zurch

Print: Kris Maher

Print: Simone Zurch

Title: Sales Manager

Title: Exec. Dir. Finance & Business Services

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

Date: 6.25.25

### 3.6. SERVICE DETAILS

Service	Quantity	Recurring	Non-Recurring
LD Bucket (20000 Minutes)	20000 Minutes	\$0.00	\$0.00
Directory Listing, Additional	59	\$354.00	\$0.00
Facility Access Charge	6	\$177.60	\$0.00
911 Surcharge	138	\$126.96	\$0.00
Federal TRS/USF	1	\$25.50	\$0.00
PRI (6 PRI Circuits)	6 Channels	\$1,020.00	\$0.00
DIDs (1400 DIDs)	1400 DIDs	\$70.00	\$0.00

# EARTHLINK, LLC ENTERPRISE MASTER SERVICE AGREEMENT

THIS MASTER AGREEMENT, including the documents expressly incorporated herein by reference ("**Master Agreement**"), is made this 5 day of May 2025 (the "**Effective Date**") by and between EarthLink, LLC ("**EarthLink**"), with a principal place of business at 980 Hammond Drive NE, Suite 400, Atlanta, GA 30328, and **Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811)** ("**Customer**"), with a principal place of business at **3401 Technology Dr, Duluth, MN 55811** (each a "**Party**" and collectively the "**Parties**").

**WHEREAS**, EarthLink operates telecommunications equipment and systems; and

**WHEREAS**, Customer wishes to purchase from EarthLink certain telecommunications and related services for use in connection with Customer's business, and EarthLink desires to provide said telecommunications and related services to Customer;

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** For all purposes of this Master Agreement, the following terms shall have the definitions set forth below:
  - a. "**Availability Date**" means, with respect to a given Service rendered pursuant to a given Service Order, the date that such Service is first available for use by Customer.
  - b. "**Customer Premises**" means the location or locations occupied by Customer or Customer's End Users to which Services are provided.
  - c. "**Customer's End User(s)**" means, individually and collectively, any and all third parties who gain access to or utilize Service(s) provided to Customer hereunder.
  - d. "**Facilities**" means real or personal property owned or leased by EarthLink and used to deliver Services, including without limitation terminal and other equipment, antennae, wires and cables, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.
  - e. "**Initial Term**" means a period of 12 months commencing upon the Effective Date.
  - f. "**Service(s)**" means, individually and collectively, EarthLink's telecommunications-related services and facilities described in a then-effective Service Order which has been accepted by EarthLink as described at Section 4 below.
  - g. "**Service Order**" means a document in the form specified by EarthLink which is subject to the terms of this Master Agreement and sets forth, at a minimum, (i) the Service(s) which are the subject of such Service Order, (ii) rates and charges applicable to such Service(s), (iii) the Service Order Term, and (iv) applicable Customer Premises to which such Services will be provided. "Service Order" expressly includes any Upgrade Service Orders, as defined in Section 5 below.



- h. **"Service Order Confirmation"** means, with respect to a given Service Order submitted to EarthLink, EarthLink's written acceptance thereof or response thereto, which may contain additional or differing terms agreed by the Parties and is the final written description of the Services to be provided by EarthLink to Customer, subject to the terms of this Master Agreement.
  - i. **"Service Order Confirmation Date"** means the date that a Service Order Confirmation becomes effective.
  - j. **"Service Order Term"** means, with respect to each Service Order, the period of time during which such Service Order shall be in effect, as specified on the Service Order.
2. **Provision of Services.** The following terms will govern the provision of Services, subject to all other terms and conditions of this Master Agreement:
- a. With respect to each Service Order accepted by EarthLink as described at **Section 4**, EarthLink shall use commercially reasonable efforts to ensure that all Services described in such Service Order are available for Customer's use in accordance with this Master Agreement throughout the applicable Service Order Term (except during Excused Outages).
  - b. Customer shall pay for such Services at the recurring and non-recurring rates and charges provided in such Service Order as more fully described in **Sections 10 and 11** herein.
  - c. EarthLink may provide additional services related to installation or use of the Services upon Customer's prior approval of such additional services and any charges therefore, and Customer agrees to pay all rates and charges for such additional services upon invoice therefore by EarthLink.
  - d. Except as otherwise expressly provided in this Master Agreement, EarthLink's online Master Service Agreement of customer terms and conditions, including all the EarthLink policies and other documents incorporated therein (the **"Online MSA"**) (located at <https://www.earthlink.net/tcs/internet-service-agreement/>), shall govern the rights and obligations of the Parties hereto. The Online MSA is hereby incorporated by reference into the terms of this Master Agreement.
3. **Term.** The term of this Master Agreement shall commence as of the Effective Date, and shall expire, unless terminated earlier in accordance herewith, upon the later of (i) the expiration of the Initial Term and any renewals thereof (as described below), or (ii) the last termination or expiration (without further renewal) of all Service Orders executed hereunder. Upon the expiration of the Initial Term or any renewal term, this Master Agreement shall automatically renew on a month-to-month basis, unless a Party has delivered to the other Party written notice to the contrary at least thirty (30) days prior to the end of the then-current Initial Term or renewal term, as the case may be. The Service Order Term for each Service Order will begin on the date such Service Order is accepted by EarthLink as described at **Section 4** and shall continue for the duration of time set forth in the applicable Service Order after the Availability Date under such Service Order. Upon the expiration of the initial Service Order Term or any extension thereof, the Service Order Term of such Service Order shall



automatically be extended on a month-to-month basis, unless a Party has delivered to the other Party written notice to the contrary at least thirty (30) days prior to the end of the then-current initial Service Order Term or renewal term, as the case may be.

4. **Service Ordering.** Customer shall offer to purchase Service(s) by executing a Service Order, and EarthLink shall be deemed to have accepted such offer upon EarthLink's transmission to Customer of a Service Order Confirmation in connection therewith; provided, however, that, if the Service Order Confirmation sets forth additional or different terms (e.g., different proposed Availability Date(s)), EarthLink shall not be deemed to have accepted the offer set forth in the Service Order until Customer has received the Service Order Confirmation and two (2) business days have passed without Customer's objection to such additional or different terms, in which case Customer shall be deemed to have amended its offer (and the Service Order) to reflect such additional or different terms and EarthLink shall be deemed to have accepted the Service Order (as so amended) at the end of such two (2) business day period, which shall be the Service Order Confirmation Date. Each Service Order (including all terms and conditions set forth therein and as amended pursuant to this Section) shall become part of, and be subject to all terms and conditions of, this Master Agreement with respect to the Service(s) set forth on such Service Order. EarthLink will use commercially reasonable efforts to make Services available for Customer's use on or by the proposed Availability Date(s) set forth therefor on the applicable Service Order, but EarthLink does not guarantee Services availability on such proposed Availability Date(s).

5. **Upgrades to Services**

- a. From time to time during the Term of this Master Agreement, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services set forth on a then current Service Order. In such event, at Customer's election and subject to EarthLink's approval and acceptance thereof, Customer may upgrade the then-current Service Order to include such additional quantities of, or functionally enhanced versions of, Services upon execution of an "**Upgrade Service Order**" which shall mean a Service Order which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or, where Customer seeks additional quantities of Services currently taken by such Customer pursuant to a then-current Service Order, the total amount of such Services to be provided to Customer, including any set forth on a then-current Service Order).
- b. Upon EarthLink's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to supersede the prior Service Order(s) referenced in such Upgrade Service Order without liability to Customer for any early termination charges for such terminated Service Order(s). Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

6. **Customer Premises, EarthLink Facilities.**

- a. Customer shall allow EarthLink access to the Customer Premises to the extent that it is reasonably necessary for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. EarthLink shall notify Customer in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at



its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that Customer Premises are secure and safe from hazards to the Facilities and to EarthLink's employees, agents and contractors. Except as expressly set forth to the contrary in this Master Agreement or in any Service Order, with respect to any Customer Premises (other than locations occupied by Customer), EarthLink's Facilities at such Customer Premises shall consist of, as applicable, an antenna, associated cables or wires (if needed), and a single ethernet connection point ("**Demarcation Point**") which Demarcation Point shall be the terminating point for Services provided by EarthLink to such Customer Premises. EarthLink shall have no responsibility for, or liability in connection with, any other equipment (including without limitation customer premises equipment) necessary or desirable for Customer or Customer's End Users to access or use the Services.

- b. Customer covenants, represents and warrants to EarthLink that it has the authority to grant EarthLink the right of entry and access to Customer Premises under this Section, and shall maintain such right and authority until such time as Services are no longer being provided to such Customer Premises and EarthLink has removed its Facilities therefrom. Notwithstanding the foregoing, to the extent that the provision of Services to a given Customer Premises requires access to or use of the roof of such Customer Premises (e.g., for installation of antenna(e)), EarthLink may, if it so elects, secure such right and authority itself, but in no event shall such election by EarthLink relieve Customer of its obligations hereunder to procure and maintain all other necessary authority to grant EarthLink the right of entry and access to Customer Premises under this Section.
- c. Title to all Facilities shall remain with EarthLink. EarthLink will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of EarthLink (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which EarthLink provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will EarthLink be liable to Customer or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer, Customer's End Users or third parties provided access to the Facilities by Customer or Customer's End Users in violation of this **Section 6**. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow EarthLink to remove some or all (in EarthLink's discretion) of the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as EarthLink may determine is necessary or desirable from time to time.
- d. Customer shall defend, indemnify and hold harmless EarthLink, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by EarthLink to the extent that the same arise from Customer's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 6**, including without limitation any damage to the Facilities resulting therefrom.

## **7. Customer Facilities.**



- a. Title to all Customer facilities shall remain with Customer. Customer will provide and maintain the Customer facilities in good working order. EarthLink shall not, and shall not permit others to, without the prior consent of Customer (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Customer facilities, (ii) use any Customer facilities for any purpose other than that for which Customer provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Customer facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will Customer be liable to EarthLink or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Customer facilities by EarthLink or third parties provided access to the EarthLink premises, Facilities or Customer facilities by EarthLink in violation of this **Section 7**. EarthLink agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow Customer to remove the Customer facilities from the EarthLink premises and/or any Facilities (1) after termination, expiration or cancellation of the Services in connection with which the Customer facilities were used, and (2) for maintenance, repair, replacement or otherwise as Customer may determine is necessary or desirable from time to time.
  - b. EarthLink shall defend, indemnify and hold harmless Customer, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by Customer to the extent that the same arise from EarthLink's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 7**, including without limitation any damage to the Customer facilities resulting therefrom.
8. **Customer-Provided Equipment.** EarthLink may install certain Customer-provided communications equipment at the request of Customer, but EarthLink shall not be responsible for the operation or maintenance of any Customer-provided communications equipment. EarthLink shall have no liability whatsoever for the configuration, management, or performance of Customer- provided communications equipment.
9. **Credit Approval and Deposits.** Customer will provide EarthLink with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. EarthLink may require Customer to make a deposit (which will not exceed Customer's estimated charges for all then-current Services for two (2) months) as a condition to EarthLink's acceptance of any Service Order, or as a condition to EarthLink's continuation of Services. The deposit will be held by EarthLink as security for payment of Customer's charges, and, in EarthLink's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of this Master Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance will be refunded to Customer.
10. **Rates and Charges.** Rates and charges for Service(s) shall be set forth in the Service Order (s) pursuant to which such Service(s) are provided to Customer. Charges for additional Services required for installation or use of such Services shall be at EarthLink's then-current charges for same. Billing to Customer for recurring charges with respect to Service(s) will commence on the Availability Date for such Services. All other charges for Services or additional Services may be billed at the times designated by EarthLink. Without limiting the foregoing, EarthLink may invoice Customer for one (1) month's recurring charges for Service (s), along with any charges for installation of Service(s) or other services performed by EarthLink, on the Availability Date of such Service(s).



11. **Payment.** EarthLink shall invoice Customer for the Services, and for charges for any additional services required for installation or use of such Services, on a monthly basis; provided, however, that EarthLink may invoice Customer for nonrecurring charges for the Services or for additional services at any time. Billing for partial months is prorated based on a calendar month. Subject to Section 12, Customer shall pay all amounts set forth on an invoice within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.
12. **Disputed Invoices.** In the event Customer disputes any portion of an EarthLink invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to EarthLink a written claim for the disputed amount, which claim shall set forth with specificity Customer's grounds for such dispute. All claims must be submitted to EarthLink within thirty (30) days of receipt of the invoice under which the dispute arose. Customer waives the right to dispute any charges not disputed within such thirty (30) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, **Section 11**. If any dispute timely brought by Customer hereunder has not been resolved by the Parties within thirty (30) days (or such longer period as the Parties mutually agree upon) after Customer first submits the written claim regarding such dispute, then the disputed amounts shall become due and payable, and neither this sentence nor the voluntary payment of such amount shall prevent Customer from pursuing any available legal remedies to obtain a refund of such amounts.
13. **Taxes.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on EarthLink's net income and taxes assessed on EarthLink's tangible or intangible property, Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service and permitted by applicable law to be passed through to Customer, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, "**Applicable Taxes**"). If Customer is entitled to an exemption from any Applicable Taxes, Customer shall be responsible for presenting the other Party with a valid exemption certificate. EarthLink will give effect to any such valid exemption certificate to the extent it applies to any Service billed by EarthLink to Customer.
14. **Use of Marks** Neither Party shall use any trademarks, service marks, logos, or trade names of the other Party (individually and collectively the "**Marks**") in any manner whatsoever, including without limitation in any advertising, signage, marketing materials, website content, brochures or any other materials in any medium, without such other Party's express advance written consent. Neither Party shall issue any press release, announcement or public statement with respect to this Master Agreement or the other Party without such other Party's express advance written consent, and any such press release, announcement or public statement shall be subject to such other Party's review and written approval. Each Party agrees that it shall only use Marks in strict compliance with the other Party's instructions. In no event whatsoever shall a Party use the Marks: (i) except in connection with such Party's exercise of rights and performance of obligations under this Master Agreement, (ii) in any manner which is derogatory to or critical of the other Party or otherwise in breach of this Master Agreement, or (iii) without the other Party's express prior written permission, in connection with trademarks, service marks, logos, or trade names of third parties or in any manner that expresses or implies any affiliation, connection, or association of such other Party with, or such other Party's sponsorship or approval of, the activities of any third party.



15. **Customer's Use of Services.** Customer shall defend, indemnify, and hold harmless EarthLink from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's End Users and/or the content of any communications transmitted via the Service(s), except for costs, losses, harm or damages arising out of EarthLink's gross negligence or willful misconduct.

16. **Nondisclosure.**

- a. Each Party acknowledges that, in the course of performance under this Master Agreement, it may receive Confidential Information (as hereinafter defined) of the other Party. Neither Party shall disclose to any third party or use for any purpose whatsoever, except to the extent required for such Party's performance under this Master Agreement or to the extent expressly permitted hereunder, any Confidential Information of the other Party. Anything in this **Section 16** to the contrary notwithstanding, the obligation of the Receiving Party to protect the confidentiality of any information or materials shall terminate as to any information or materials which:  
(i) are, or become, public knowledge through no act or failure to act of the Receiving Party; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) are lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. For purposes of this Master Agreement, "**Disclosing Party**" means the Party who has disclosed Confidential Information of such Party to the other Party, and "**Receiving Party**" means the Party to whom Confidential Information of the other Party is disclosed.
- b. If a Receiving Party is required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the other Party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The Parties hereto further agree that, anything in this Master Agreement to the contrary notwithstanding, in the event such a protective order or limitation on such disclosure issued by an appropriate court or regulatory authority of competent jurisdiction is not obtained by the latest date such disclosure is legally required, or in the event that the Disclosing Party elects to not seek such protective order or limitation on disclosure, such Receiving Party's compliance with such requirement or legal compulsion shall not be deemed a breach of this Master Agreement. Each Receiving Party agrees, when complying with such requirement or legal compulsion, to disclose only that limited portion of the Disclosing Party's Confidential Information that it is advised by counsel is legally required for such compliance and further agrees to exercise its best efforts to obtain assurance that the recipient will accord confidential treatment to such Confidential Information.
- c. For the purposes of this Master Agreement, "**Confidential Information**" shall mean all technical, economic, business, engineering or other information (including "trade secrets", as defined under applicable law) which is proprietary to the Disclosing Party



(or with respect to which the Disclosing Party owes a third party a duty of confidence) and which the Disclosing Party discloses to the Receiving Party either (i) in tangible form marked as confidential, or (ii) orally, provided that the Disclosing Party identifies such information disclosed orally as being confidential at the time of disclosure and then promptly confirms the confidential nature of such information in writing to the Receiving Party.

- d. The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this **Section 16**, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other rights and remedies available to the Disclosing Party, in equity and at law. This **Section 16** shall survive expiration or termination of this Master Agreement for any reason whatsoever, and the Receiving Party's obligations under this **Section 16** shall continue (i) with respect to Confidential information of the Disclosing Party which also constitutes "trade secrets", as defined under applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Confidential Information, for a period of eighteen (18) months after the expiration or termination of this Master Agreement or such longer period as may be required by applicable law.

17. **Force Majeure.** If a Party's performance hereunder (other than the payment of money) is delayed or prevented by reason of an uncontrollable circumstance that would not reasonably be considered to be a normal business risk, including, without limitation, acts of God or of the public enemy; earthquakes; fires; floods or other catastrophes; epidemics or quarantines; freight embargoes; war; civil strife; insurrection; riot; materials shortages; or labor stoppages (each, a "**Force Majeure Event**"), then the Party whose performance is delayed or prevented shall promptly notify the other Party of the Force Majeure Event and shall be excused from performance to the extent delayed or prevented (and the other Party shall be excused from any corresponding performance for the same period); provided, however, that the Party whose performance is delayed or prevented shall take all reasonable steps to avoid or remove such cause of nonperformance and shall continue to perform whenever and to the extent reasonably possible, and provided further that any time for performance set forth in this Master Agreement shall be extended for a period equal to the period of any such delay.

18. **Suspension of Service(s).**

- a. EarthLink may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) within ten (10) calendar days after Customer's receipt of written notice from EarthLink of planned suspension of Services, and may continue such suspension until all amounts due are paid in full or EarthLink terminates applicable Service(s), Service Order(s) or this Master Agreement pursuant to **Section 19** or **Section 20**.
- b. EarthLink may suspend Service(s) without liability if Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by EarthLink, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to EarthLink adequate security for payment for Services.



19. **Termination by EarthLink.** EarthLink may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate a Service Order (in whole or in part) and/or discontinue Service(s) (in whole or in part) or terminate this Master Agreement, all without liability, in the event that:

- a. any amounts due and owing by Customer (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) remain unpaid sixty (60) days after the date such amounts were first due;
- b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy which petition is not dismissed within sixty (60) days thereafter;
- c. EarthLink is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or
- d. changes in applicable law, regulation, decision, rule or order materially increase the costs to EarthLink of, or materially affects other terms of EarthLink's delivery of Service(s), and EarthLink and Customer are unable to reach agreement respecting new rates, terms and/or conditions regarding such Service(s) within ninety (90) days after EarthLink's delivery of written notice requesting renegotiation thereof.

20. **Termination by Either Party.** In addition to any other right of a Party to terminate a Service Order or this Master Agreement, a Party may, by sending written notice of termination to the breaching Party with termination effective as of the date such notice is given, terminate this Master Agreement or, at its election, affected Service Order(s), in the event the other Party has committed a material breach of any provision of this Master Agreement, provided that such non-breaching Party has first delivered written notice of such breach to the other Party, and (i) if the breach arises other than under **Section 2, 11, 15 or 16**, thirty (30) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach, or (ii) if the breach arises under **Section 2, 11, 15 or 16**, ten (10) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach.

21. **Service Level; Termination by Customer**

- a. EarthLink will use commercially reasonable efforts to cause the Services to operate continuously from the Availability Date for such Services through the expiration or termination of the applicable Service Order Term. For each full hour that given Services are Unavailable (as defined below), EarthLink will, subject to the terms of this **Section 21**, grant to Customer a credit equal to 1/720 of the monthly recurring charges for such Services; provided, however, that in no event will the total amount of credits granted to Customer in any single month with respect to given Services exceed the total monthly recurring charges for such Services. To receive such credits, Customer must request such credits in writing within thirty (30) days of the occurrence which gave rise to such credits. In addition to the foregoing, Customer may terminate a Service Order prior to the end of the applicable Service Order Term therefor without payment of any applicable early termination charge if: (i) any Service provided pursuant to such Service Order is Unavailable on two (2) or more separate occasions of more than three (3) hours each in any thirty (30) day period, or (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred twenty (120) day period. For purposes of the foregoing, "Unavailable" shall mean a



total interruption in any Service specified in a Service Order, except for any interruption which is an Excused Outage. The duration of any interruption will commence when EarthLink is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate any affected Service Order under this Section, in writing, within thirty (30) days after the occurrence which gave rise to a right of termination hereunder. **"Excused Outage"** means any outage, interruption, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives prior notice, (y) actions or inactions of Customer or Customer's End Users or of third parties (including, without limitation, interference to the Services caused by other users of unlicensed spectrum), or failure of Customer-provided power or equipment, or (z) a Force Majeure Event as defined in **Section 17**. The credits described in this **Section 21**, along with Customer's right of termination herein, shall be Customer's sole and exclusive remedy for any failure of any Service(s) to operate in accordance with this Master Agreement on or after the Availability Date for such Service(s).

- b. In addition to any other right of Customer to terminate a Service Order hereunder, Customer may terminate a Service Order prior to the end of the Service Order Term thereof upon thirty (30) days' prior written notice to EarthLink, subject to payment to EarthLink of early termination charges as set forth herein, in addition to any other charges incurred by such Customer in connection with such Service Order.

## **22. Effect of Termination**

- a. Upon termination or expiration of any Service(s) or Service Order for any reason whatsoever:

- (1) all obligations of the Parties hereto under such Service Order and under this Master Agreement with respect to such terminated Service(s) shall immediately terminate; provided, however, that each Party's respective rights and obligations under **Sections 6, 7, 15 and 24** hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of such Service(s) or Service Order; and

- (2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay early termination charges in connection therewith) shall accrue through the date of such termination and shall become immediately due and payable.

- b. Upon termination or expiration of this Master Agreement for any reason whatsoever:

- (1) all obligations of EarthLink under all Service Orders and under this Master Agreement shall immediately terminate; provided, however, that each Party's respective rights and obligations under **Sections 6, 7, 15 and 24** hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of this Master Agreement; and

- (2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay termination charges in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.



23. **Early Termination Charges.** Upon termination of any Service(s), Service Order or this Master Agreement by EarthLink pursuant to **Section 19(a), 19(b), or 20** or by Customer for any reason other than pursuant to **Section 20 or 21**, EarthLink may, in addition to all other remedies that may be available to EarthLink at law or in equity, assess and collect from Customer, and Customer shall pay, an early termination charge equal to the sum of (i) the total amount of any and all credits or waivers of nonrecurring charges applied to Customer's account for the terminated Service(s) from the Effective Date through to the effective date of such termination; and (ii) an amount equal to one hundred percent (100%) of the total recurring monthly charges for such terminated Service(s) for each month remaining (if any) from the date of such termination.

24. **Limitation of Liability.**

- a. Except for Customer's indemnification obligations under this Master Agreement, the aggregate liability of each Party to the other Party for any loss or damage, whether direct or indirect, arising out of or in connection with this Master Agreement, any Service Order or the use of any Services or Facilities, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the fixed monthly recurring charges paid to EarthLink by Customer for the Service(s) which gave rise to the liability during the six (6) calendar months immediately preceding the calendar month in which the act or omission giving rise to such liability occurred, extrapolated for any periods of less than six (6) months.
- b. Any other provision of this Master Agreement to the contrary notwithstanding, neither Party shall be liable to the other Party for lost profits nor other consequential damages, special damages, general damages, incidental damages, indirect damages, exemplary nor punitive damages, cover damages, damages arising from loss nor corruption of data nor for any claims against such other Party by any third party, even if such Party was advised of the possibility of same.

25. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, EARTHLINK MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND EARTHLINK HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES THAT (I) EARTHLINK HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BY UNINTERRUPTED OR ERROR-FREE, AND (II) EARTHLINK PROVIDES THE SERVICES USING UNLICENSED SPECTRUM, AND SO AVAILABILITY AND FUNCTIONALITY OF THE SERVICES ARE EXPRESSLY SUBJECT TO INTERFERENCE CAUSED BY THIRD PARTY USERS OF SUCH UNLICENSED SPECTRUM

26. **Assignment.** Customer may not assign any portion of this Master Agreement or any Service Order except with the express advanced written consent of EarthLink (which consent shall not be unreasonably withheld). EarthLink may assign this Master Agreement or any portion thereof and any Service Order to any Affiliate or any other party to a merger, asset sale or



other similar transaction without Customer's consent. No person or entity, not a Party hereto shall have any interest herein or be deemed a third party beneficiary hereof, and nothing contained herein shall be construed to create any rights enforceable by any other person or third party.

27. **Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. In addition to actual receipt by a Party, the following shall constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address of which no notice has been received by the other Party. All notices given under this Master Agreement shall be addressed to the addresses of the Parties hereto set forth at the outset of this Master Agreement or to such other addresses of which the Parties hereto have been advised in writing by any of the above-described means.
28. **Governing Law; Dispute Resolution.** This Master Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without regard to Georgia's conflict of law principles. The dispute resolution process under the Online MSA shall apply to any dispute that arises under this Master Agreement.
29. **Entire Agreement.** This Master Agreement, the Service Orders agreed hereunder and any other document expressly incorporated by reference constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the Parties hereto.
30. **Severability.** Any provision of this Master Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of this Master Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.
31. **Relationship of Parties.** Nothing in this Master Agreement shall be construed as creating a joint venture or partnership between the Parties hereto. Neither Party has nor shall have any authority to bind, assume any obligation for nor incur any debt on behalf of the other Party in any respect whatsoever.
32. **Order of Precedence.** In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Master Agreement, the terms of the applicable Service Order shall control. In the event of any conflict or inconsistency between the terms of this Master Agreement and the terms of the Online MSA, this Master Agreement shall govern the rights and obligations of the Parties.



IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly respective authorized representatives as of the Effect Date.

**EarthLink, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Simone Znuich*

*Simone Znuich*

*Exec. Dir. Finance & Business Services*

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
Accounts Payable: (218) 336-8701  
Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

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DIVERSIFIED PAVING  
56 33RD AVE S  
#322  
ST. CLOUD, MN 56301

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LAKEWOOD ELEMENTARY SCHOOL  
5207 N TISCHER RD  
DULUTH, MN 55804  
  
Attention to: BRYAN BROWN/KAB

Q-4401

Purchase Order Number	LAKEWOOD PARKING LOT
01526015	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		PARKING LOT AT LAKEWOOD ELEMENTARY SCHOOL	99,856.	99,856.00

-REMOVE BITUMINOUS IN APPROXIMATELY 17,800 SQ FT  
-GRADING AND COMPACTION OF EXISTING AGGREGATE  
BASE MATERIAL  
-FURNISH AND INSTALL 4" SPWEA240B BITUMINOUS IN  
TWO LIFTS  
-SUBCUT 1' AGGREGATE MATERIAL IN 90'X90' GRAVEL  
AREA  
-INSTALL GEOTEXTILE FABRIC  
-FURNISH AND INSTALL 8" CLASS 5 AGGREGATE BASE  
MATERIAL  
-FURNISH AND INSTALL 4" SPWEA240B BITUMINOUS IN  
TWO LIFTS

DOES NOT INCLUDE:

-LOCATION OR RELOCATION OF UNDERGROUND LINES  
CABLES, OR UTILITIES  
-SHOULDERING OR TURF RESTORATION  
-STRIPING OR PAVEMENT MARKINGS

SEE ATTACHED PROPOSAL DATED 06/09/2025  
FOR FULL PROJECT DETAILS

NOTE: INVOICE MUST BE DATED 07/01/25 OR  
THEREAFTER FOR THIS PO

30% DOWN PAYMENT IS REQUIRED -  
PLEASE SEND INVOICE DATED 07/01/2025 FOR THE  
AMOUNT OF \$29,956.80

NOTE: BILL TO ADDRESS IS NOT  
ON THE ESTIMATE, PLEASE UPDATE YOUR  
RECORDS WITH:

ISD 709 DULUTH PUBLIC SCHOOLS  
ACCOUNTS PAYABLE  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

OR EMAIL INVOICE TO: ap.vendor@isd709.org

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

**Equal Opportunity Employer**

Printed: 07/09/2025

Page 1 of 2

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
Accounts Payable: (218) 336-8701  
Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

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DIVERSIFIED PAVING  
56 33RD AVE S  
#322  
ST. CLOUD, MN 56301

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LAKEWOOD ELEMENTARY SCHOOL  
5207 N TISCHER RD  
DULUTH, MN 55804

Attention to: BRYAN BROWN/KAB

Purchase Order Number	LAKEWOOD PARKING LOT
01526015	

Quantity	Unit	Description	Unit Cost	Amount
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EMAIL PO TO: kyle@dpipaving.com

**Total: \$99,856.00**

Authorized Signature:



Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

**Equal Opportunity Employer**

Printed: 07/09/2025

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# PROPOSAL

Q - 4401



<https://www.dpipaving.com/>

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

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## Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools  
  
713 Portia Johnson Dr  
55811  
(320) 248-4440  
bryan.brown@isd709.org

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## Work to be Performed At

Lakewood Elementary  
  
5207 N Tischer Rd  
Duluth, MN 55803

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## Company Contact

Kyle Neu  
Account Executive  
  
(320) 428-5670  
kyle@dpipaving.com

6/9/2025

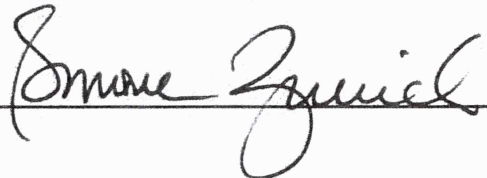
unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 99,858.<sup>00</sup>.

Signature:  Date: 6/10/25.





Date: 05/07/2025

Proposal ID# 47521032

Proposal to: IDS 709 (Jeremy DeGraef)

Project: Lakewood Elementary School

Northland Constructors of Duluth, Inc. proposes to furnish all materials and perform all labor necessary to complete the following per the exclusion & inclusion list. All work is to be completed in high quality material and workmanlike manner for the pricing on the following breakdown.

**Inclusion:**

- Mobilization/supervision/safety signage.
- Gopher 1 utility locate.
- Neat cut 90LF along existing asphalt edge.
- Perform paving of lower lot. (Assumes site prep/grading already complete)  
**PAD 1: (Described as 90'L x 90'W x 4" T) – tack included.**
- Install asphalt pad (2) 2" lifts.  
->104 ton wear & 104 ton non-wear
- Striping (suggested minimum parking stall size is 10'W x 18'L  
->Budgeted for 20 stalls. (Additional stalls can be painted at \$20/Ea.)
- Northland assumes adequate access to the site during normal business hours.

**Exclusion:**

- Pre-existing contaminated soils disposal.
- Engineering, permits & Analytics/testing, & private locating, bonds.
- Saw cutting/concrete.
- Rock excavation.
- Winter conditions.
- Flagging.
- Mechanical, electrical, sprinkler, gas, electrical.
- Liquidated damages.
- Dewatering/Wetland delineation, stormwater protection.

**Time & Materials Rate Schedule:**

**ESTIMATED BUDGETARY AMOUNT: \$39,950**

**Notes:**

- Any alterations or additions to the above proposal involving extra cost for materials or labor will only be executed upon written request and will be an extra cost over the sum quoted in this proposal.
- The contract is to be paid by invoice, net 30 days.
- We reserve the right to revise this quotation if not accepted within 30 days.
- A signed proposal is required to begin work on this project.

If there are any questions concerning this quotation, contact Cody Solem at 218.390.2633

Thank you for the opportunity to quote this project.

Sincerely,

Cody Solem  
Environmental & Industrial Response Services  
Northland Constructors of Duluth, Inc.

To accept this proposal, please complete the following and return to us via email:

**Accepted:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. I grant Northland Constructors the authorization to move forward with the bid work.

Buyer: \_\_\_\_\_

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

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



# TERMS AND CONDITIONS

- A. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and Work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.
- B. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and Work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. **Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- D. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- E. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of Work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said Work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional Work, and Contractor is directed by Owner to continue with said Work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- F. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for Work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.
- G. **Insurance Requirements:** Contractor shall secure and keep in force during the term of the Work the following insurance coverage: (1) Workers Compensation in Statutory Limits. (2) Employer's Liability including "Stop Gap" with coverage limit of \$1,000,000 each accident. (3) Commercial General Liability with a coverage limit of \$2,000,000 each occurrence, \$2,000,000 products/completed operations aggregate and \$4,000,000 general aggregate (per project). (4) Commercial Automobile Liability with coverage limits of \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.
- H. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the Work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph. Notwithstanding anything else in this agreement or elsewhere, Contractor's indemnity obligations shall exist only to the extent loss or damage is caused by the negligent acts or omissions of the Contractor.
- I. **Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN. Mediation shall be a condition precedent to arbitration. A party shall initiate mediation by written demand served on the other party and filed with the American Arbitration Association.
- J. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- K. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- L. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

During the performance of this contract, the contractor and its subcontractor(s)/vendor(s) agree to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including but not limited to, requirements set out at 41 C.F.R. §§ 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, which equal opportunity clauses and other requirements are hereby incorporated by reference where applicable.

**THIS CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL ALSO ABIDE BY THE REQUIREMENTS OF 41 C.F.R. §§ 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED DISABLED PROTECTED VETERANS AND AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY AND REQUIRE AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED VETERANS AND QUALIFIED INDIVIDUALS WITH DISABILITIES.**

Notification is hereby given that compliance with the above clauses and regulations, if applicable, may require the subcontractor/vendor to annually file certain reports (e.g. the EEO-1 Report and VETS 100A Report) with the federal government and may require the contractor/vendor to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and Persons with Disabilities. NORTHLAND IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



**Date:** June 4, 2025

**Proposal #** 47521030

**Proposal To:** ISD 709 (Jeremy DeGraef)

**Project:** Lakewood Elementary School – Access Rd.

Northland Constructors of Duluth, Inc. proposes to furnish all materials and perform all labor necessary to complete the following per the exclusion & inclusion list. All work is to be completed in high quality material and workmanlike manner for the pricing on the following breakdown.

**Inclusion:**

- (1) Mobilization / Demobilization of crew & equipment.
- Provide PPE/safety fencing & signage to perform work safely & efficiently + Supervision.
- Mill existing bituminous (assumed 4" depth – 2000SY).
- Bituminous Paving – As shown in marked up overhead image. (Up to 475 ton)  
->Described as 4"T installed in (2) 2" lifts with binder.
- All Northland Related Clean Up

**Exclusion:**

- Winter Conditions/Snow Removal.
- Analytics/Contaminated Soils Disposal.
- Concrete work - Testing. – Asphalt testing.
- Base material import/correction.
- Surveying/staking, permits, engineering.
- Dewatering.
- Liquidated Damages.
- Rock drilling/blasting.

**Pricing Summary Based On Time & Materials Rate Schedule:**

**ESTIMATED BUDGET: \$75,875**

*\*THIS BUDGET IS ASSUMING EQUIPMENT/CREWS ARE ONSITE PERFORMING ASPHALT WORK IN LOWER LOT AT TIME OF PATCHING.*

*\*A 3,500 budget has been included for base correction in the areas were severe potholes have occurred to serve as adequate base for paving. In the event that it is found this correction is not needed it will be deducted from the total invoice.*



**Notes:**

- Any alterations or additions to the above proposal involving extra cost for materials or labor will only be executed upon written request and will be an extra cost over the sum quoted in this proposal.
- The contract is to be paid by invoice, net 30 days.
- We reserve the right to revise this quotation if not accepted within 30 days.
- A signed proposal is required to begin work on this project.

If there are any questions concerning this quotation, contact Cody Solem at 218.390.2633

Thank you for the opportunity to quote this project.

Sincerely,

Cody Solem  
Environmental & Industrial Response Services  
Northland Constructors of Duluth, Inc.

To accept this proposal, please complete the following and return to us via email:

**Accepted:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. I grant Northland Constructors the authorization to move forward with the bid work.

Buyer: \_\_\_\_\_

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

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

# TERMS AND CONDITIONS

- A. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and Work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.
- B. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and Work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. **Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- D. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- E. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of Work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said Work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional Work, and Contractor is directed by Owner to continue with said Work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- F. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for Work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.
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- H. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the Work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph. Notwithstanding anything else in this agreement or elsewhere, Contractor's indemnity obligations shall exist only to the extent loss or damage is caused by the negligent acts or omissions of the Contractor.
- I. **Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN. Mediation shall be a condition precedent to arbitration. A party shall initiate mediation by written demand served on the other party and filed with the American Arbitration Association.
- J. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- K. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- L. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

During the performance of this contract, the contractor and its subcontractor(s)/vendor(s) agree to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including but not limited to, requirements set out at 41 C.F.R. §§ 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, which equal opportunity clauses and other requirements are hereby incorporated by reference where applicable.

**THIS CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL ALSO ABIDE BY THE REQUIREMENTS OF 41 C.F.R. §§ 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED DISABLED PROTECTED VETERANS AND AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY AND REQUIRE AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED VETERANS AND QUALIFIED INDIVIDUALS WITH DISABILITIES.**

Notification is hereby given that compliance with the above clauses and regulations, if applicable, may require the subcontractor/vendor to annually file certain reports (e.g. the EEO-1 Report and VETS 100A Report) with the federal government and may require the contractor/vendor to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and Persons with Disabilities. NORTHLAND IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



6/10/2025

## Quote #4401 Distict wide Mill and Patch parking lot Projects Bid Tabs

COMPANY	COST	RATE	OPENED BY
PIEDMONT			Bryan Brown
Diversified	\$26,732.00	1	Jeremy DeGraef
Northland	\$29,950.00	2	
LINCOLN PARK			
Diversified	\$53,020	1	
Northland	\$58,900.00	2	
LAKESWOOD			
Diversified	\$99,856.00	1	
Northern	\$115,828.00	2	

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**

**709 Portia Johnson Drive  
Duluth, MN 55811**

Purchasing: (218) 336-8738  
Accounts Payable: (218) 336-8701  
Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

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DIVERSIFIED PAVING  
56 33RD AVE S  
#322  
ST. CLOUD, MN 56301

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LOWELL ELEMENTARY SCHOOL  
2000 RICE LAKE RD  
DULUTH, MN 55811

Attention to: BRYAN BROWN/KAB

Q-4400

**Purchase Order Number**

01526018

LOWELL SIDEWALK

Quantity	Unit	Description	Unit Cost	Amount
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1.00000		SIDEWALK REPLACEMENT AT LOWELL ELEMENTARY SCHOOL	103,631.	103,631.00
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-REMOVE AND DISPOSE OF APPROXIMATELY 6,075 SQ FT OF 4" SIDEWALK  
-REMOVE AND DISPOSE OF APPROXIMATELY 16' OF B6 24 CURB BY CATCH BASIN  
-INSTALLATION OF 6,075 SQ FT OF 4" SIDEWALK  
-INSTALLATION OF 16' OF B6 24 CURB  
-INSTALL BITUMINOUS PATCH IN AREA DISTURBED BY CONCRETE INSTALLATION  
-FURNISH AND INSTALL A 8' SECTION AND A 16' SECTION OF TRENCH  
DRAIN IN NEW SIDEWALK AND PLUMB INTO EXISTING CATCH BASINS

**EXCLUDES:**

-BLACK DIRT OR TURF RESTORATION  
-LOCATION OR RELOCATION OF UNDERGROUND UTILITIES  
-STRIPING OR PAVEMENT MARKINGS

SEE ATTACHED ESTIMATE DATED 6/10/2025  
FOR FULL PROJECT DETAILS

30% DOWN PAYMENT IS REQUIRED -  
PLEASE SEND INVOICE DATED 07/01/2025 FOR THE  
AMOUNT OF \$30,192.30

NOTE: INVOICE MUST BE DATED 07/01/25  
OR THEREAFTER FOR THIS PO

NOTE: BILL TO ADDRESS IS NOT  
ON THE QUOTE, PLEASE UPDATE YOUR  
RECORDS WITH:

ISD 709 DULUTH PUBLIC SCHOOLS  
ACCOUNTS PAYABLE  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

OR EMAIL INVOICE TO: ap.vendor@isd709.org

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

**Equal Opportunity Employer**

Printed: 07/09/2025

Page 1 of 2



INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**

**709 Portia Johnson Drive  
Duluth, MN 55811**

Purchasing: (218) 336-8738  
Accounts Payable: (218) 336-8701  
Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

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DIVERSIFIED PAVING  
56 33RD AVE S  
#322  
ST. CLOUD, MN 56301

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LOWELL ELEMENTARY SCHOOL  
2000 RICE LAKE RD  
DULUTH, MN 55811

Attention to: BRYAN BROWN/KAB

**Purchase Order Number**

01526018

LOWELL SIDEWALK

Quantity	Unit	Description	Unit Cost	Amount
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07.09.25 INCREASED PO \$2,990.  
SEE ATTACHED CHANGE ORDER FOR FULL DETAILS

EMAIL PO TO: kyle@dpipaving.com

**Total: \$103,631.00**

Authorized Signature:



Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

**Equal Opportunity Employer**

Printed: 07/09/2025

Page 2 of 2

Q - 4400

ESTIMATE DATE: 6/10/2025



Bryan Brown  
ISD #709 Duluth Schools

Lowell Elementary  
2000 Rice Lake Rd  
Duluth, MN 55811

<https://www.dpipaving.com/>

## **Project to include the following:**

- Remove and dispose of approximately 6,075 sq ft of 4" sidewalk
- Remove and dispose of approximately 16' of B6 24 curb by catch basin
- Installation of 6,075 sq ft of 4" sidewalk
- Installation of 16' of B6 24 curb
- Install bituminous patch in area disturbed by concrete installation

### **Excludes**

- Black dirt or turf restoration
- Location or relocation of underground utilities
- Striping or pavement markings

**Total Bid: \$98,791**

## **Alternate Addition : \$1,850**

- Furnish and install a 8' section and a 16' section of trench drain in new sidewalk and plumb into existing catch basins

### **Terms**

**30% Down Payment**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above.

Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not




included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 100,641.00.

Signature:  Date: 6/11/25.



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## Diversified Paving PO #01526018 Change Order

message

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**Kristine Brown** <kristine.brown@isd709.org>

Wed, Jul 9, 2025 at 10:10 AM

to: Cathy Holman <cathy.holman@isd709.org>, Zachary DeCaro <zachary.decaro@isd709.org>, Bryan Brown <bryan.brown@isd709.org>, Kristine Brown <kristine.brown@isd709.org>

Good Morning

Please increase Diversified Paving PO #01526018 Lowell by \$2990.00. Approved Change Order is attached.

Thank you

--  
***Kris Brown***

Facilities Business Manager

Duluth Public Schools, ISD 709  
713 Portia Johnson Dr  
Duluth, MN 55811  
(218) 336-8907 ext. 1102  
[kristine.brown@isd709.org](mailto:kristine.brown@isd709.org) | [www.isd709.org](http://www.isd709.org)

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.



**DIVERSIFIED PAVING CO LOWELL.pdf**

137K

# PROPOSAL



<https://www.dpipaving.com/>

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

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Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools

713 Portia Johnson Dr  
55811  
(320) 248-4440  
[bryan.brown@isd709.org](mailto:bryan.brown@isd709.org)

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Work to be Performed At

Lowell Elementary Subgrade  
Correction

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Company Contact

Kyle Neu  
Account Executive

(320) 428-5670  
[kyle@dpipaving.com](mailto:kyle@dpipaving.com)

7/9/2025



ESTIMATE DATE: 7/9/2025

Bryan Brown  
ISD #709 Duluth Schools



Lowell Elementary Subgrade Correction

<https://www.dpipaving.com/>

## Lowell Elementary Subgrade Correction Change Order

- Remove and dispose of approximately 54 tons of failing subgrade material
- Install geotextile fabric
- Install 54 tons of aggregate base material

**Total Bid: \$2,990**

### Terms

#### Net 15 Days

Price is good for 15 days from sent date.

Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such

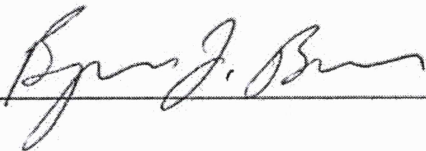
demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 2990.<sup>00</sup>.

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



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

7/9/2025



INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
Accounts Payable: (218) 336-8701  
Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

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R** DIVERSIFIED PAVING  
56 33RD AVE S  
#322  
ST. CLOUD, MN 56301

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O** ROCKRIDGE ACADEMY  
4849 IVANHOE ST  
DULUTH, MN 55804-1131  
  
Attention to: BRYAN BROWN/KAB **Q-4399**

**Purchase Order Number**

01526014

ROCKRIDGE ACADEMY CONCRETE STEP REMOVAL AND BLACK DIRT PLACEMENT

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CONCRETE STEP REMOVAL AND BLACK DIRT PLACEMENT AT ROCKRIDGE ACADEMY	16,926.	16,926.00

-REMOVE AND DISPOSE OF CONCRETE STEPS IN PROJECT  
AREA  
-FURNISH AND INSTALL BLACK DIRT IN PROJECT AREA  
-GRADING OF BLACK DIRT

DOES NOT INCLUDE THE FOLLOWING:

-LOCATION OR RELOCATION OF UNDERGROUND LINES  
CABLES, OR UTILITIES  
-SEEDING OR TURF RESTORATION

SEE ATTACHED ESTIMATE DATED 6/9/2025  
FOR FULL PROJECT DETAILS

NOTE: INVOICE MUST BE DATED 07/01/25  
OR THEREAFTER FOR THIS PO

NOTE: BILL TO ADDRESS IS NOT  
ON THE QUOTE, PLEASE UPDATE YOUR  
RECORDS WITH:

ISD 709 DULUTH PUBLIC SCHOOLS  
ACCOUNTS PAYABLE  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

OR EMAIL INVOICE TO: ap.vendor@isd709.org

07.09.25 INCREASED PO \$7,990.00.  
SEE ATTACHED CHANGE ORDER FOR FULL DETAILS

EMAIL PO TO: kyle@dpipaving.com

**Total: \$16,926.00**

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

**Equal Opportunity Employer**

Printed: 07/09/2025

Page 1 of 2

# PROPOSAL

Q-4399



<https://www.dpipaving.com/>

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

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Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools

713 Portia Johnson Dr  
55811  
(320) 248-4440  
bryan.brown@isd709.org

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Work to be Performed At

Rockfidge Elementary  
Concrete Step Removal

4849 Ivanhoe St.  
Duluth, MN 55804

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Company Contact

Kyle Neu  
Account Executive

(320) 428-5670  
kyle@dpipaving.com

6/9/2025



ESTIMATE DATE: 6/9/2025



Bryan Brown  
ISD #709 Duluth Schools

Rockfidge Elementary Concrete Step Removal  
4849 Ivanhoe St.  
Duluth, MN 55804

<https://www.dpipaving.com/>

## **Concrete step removal and black dirt placement (\$8,936)**

- Remove and dispose of concrete steps in project area**
- Furnish and install black dirt in project area**
- Grading of black dirt**

### **Does not include the following:**

- Location or relocation of underground lines cables, or utilities**
- Seeding or turf restoration**

**Total Bid: \$8,936**

#### **Terms**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

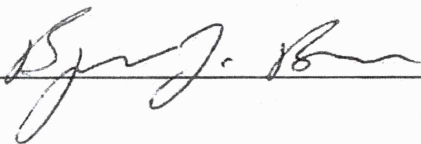
The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 8936.<sup>00</sup>.

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



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

6/10/25



---

## Diversified Paving PO #01526014 Change Order

message

---

**Kristine Brown** <kristine.brown@isd709.org>

Wed, Jul 9, 2025 at 10:08 AM

to: Cathy Holman <cathy.holman@isd709.org>, Zachary DeCaro <zachary.decaro@isd709.org>, Bryan Brown <bryan.brown@isd709.org>, Kristine Brown <kristine.brown@isd709.org>

Good Morning

Please increase Diversified Paving PO #01526014 Rockridge by \$7990.00. Approved Change Order is attached.

Thank you

--  
**Kris Brown**

Facilities Business Manager

Duluth Public Schools, ISD 709  
713 Portia Johnson Dr  
Duluth, MN 55811  
(218) 336-8907 ext. 1102  
[kristine.brown@isd709.org](mailto:kristine.brown@isd709.org) | [www.isd709.org](http://www.isd709.org)

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.



**DIVERSIFIED PAVING CO ROCKRIDGE.pdf**

153K

ESTIMATE DATE: 7/9/2025

Bryan Brown  
ISD #709 Duluth Schools



Rockridge Academy Concrete Change Order

<https://www.dpipaving.com/>

## **Rockridge Academy Concrete Change Order**

- 
- Remove and dispose of approximately 336' sq ft concrete sidewalk**
- Install new 4" thick concrete sidewalk approximately 336' sq ft**

**\*NOTE : Project must be done in conjunction with the Lowell Elementary Concrete Project**

**Total Bid: \$7,990**

### **Terms**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the




work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 7990.<sup>00</sup>.

Signature:  Date: 7/9/2025.

6/10/2025		Quote #4399 Remove Steps @ Rockridge Bid Tabs	
COMPANY	COST	RATE	OPENED BY
ROCKRIDGE			Bryan Brown
Diversified	\$8,936.00	1	Jeremy DeGraef
Northern	No quote	2	



INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**

**709 Portia Johnson Drive  
Duluth, MN 55811**

Purchasing: (218) 336-8738  
Accounts Payable: (218) 336-8701  
Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

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DIVERSIFIED PAVING  
56 33RD AVE S  
#322  
ST. CLOUD, MN 56301

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PIEDMONT ELEMENTARY SCHOOL  
2827 CHAMBERSBURG AVE  
DULUTH, MN 55811

Attention to: BRYAN BROWN/KAB

**Q-4401**

**Purchase Order Number**

01526016

PIEDMONT PARKING LOT

Quantity	Unit	Description	Unit Cost	Amount
1.00000		PARKING LOT AT PIEDMONT ELEMENTARY SCHOOL	26,732.	26,732.00

**MILL PATCHING:**

INCLUDES APPROXIMATELY 2,700 SQ FT

-MILL PROJECT AREAS 4" DEEP

-SWEEPING AND CLEANING OF PROJECT AREA

-APPLICATION OF TACK OIL FOR ADHESION

-FURNISH AND INSTALL 4" SPWEA240B BITUMINOUS IN  
TWO LIFTS

-COMPACTION AND FINISH ROLLING OF BITUMINOUS

**EXCLUDES:**

STRIPING OR PAVEMENT MARKINGS

SEE ATTACHED PROPOSAL DATED 06/09/2025  
FOR FULL PROJECT DETAILS

NOTE: INVOICE MUST BE DATED 07/01/25 OR  
THEREAFTER FOR THIS PO

30% DOWN PAYMENT IS REQUIRED -  
PLEASE SEND INVOICE DATED 07/01/2025 FOR THE  
AMOUNT OF \$8,019.60

NOTE: BILL TO ADDRESS IS NOT  
ON THE ESTIMATE, PLEASE UPDATE YOUR  
RECORDS WITH:

ISD 709 DULUTH PUBLIC SCHOOLS  
ACCOUNTS PAYABLE  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

OR EMAIL INVOICE TO: ap.vendor@isd709.org

EMAIL PO TO: kyle@dpipaving.com

**Total: \$26,732.00**

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

**Equal Opportunity Employer**

Printed: 07/09/2025

Page 1 of 2

## PROPOSAL



<https://www.dpipaving.com/>

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

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Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools  
  
713 Portia Johnson Dr  
55811  
(320) 248-4440  
bryan.brown@isd709.org

---

Work to be Performed At

Piedmont Elementary  
  
2827 Chambersburg Ave  
Duluth, MN 55811

---

Company Contact

Kyle Neu  
Account Executive  
  
(320) 428-5670  
kyle@dpipaving.com

6/9/2025

ESTIMATE DATE: 6/9/2025



Bryan Brown  
ISD #709 Duluth Schools

Piedmont Elementary  
2827 Chambersburg Ave  
Duluth, MN 55811

<https://www.dpipaving.com/>

## Mill Patching

**Includes approximately 2,700 sq ft**

- Mill project areas 4" deep
- Sweeping and cleaning of project area
- Application of tack oil for adhesion
- Furnish and install 4" SPWEA240B bituminous in two lifts
- Compaction and finish rolling of bituminous

**Excludes**

- Striping or pavement markings

**Total Bid: \$26,732**

### Terms

**30% Down Payment**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above.

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The above stated price is good for 15 calendar days from the sent date. A 30% down payment is



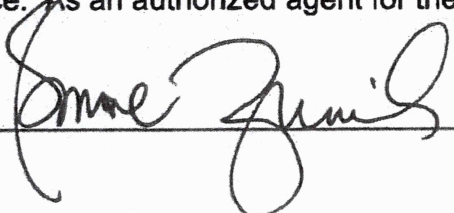
required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 26,732.<sup>00</sup>.

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



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

6/10/25

Piedmont



Date: June 4, 2025

Proposal # 47251056

Proposal To: ISD709 (Jeremy DeGraef)

Project: Misc. Parking Lot Patching -- (Piedmont Elementary School)

Northland Constructors of Duluth, Inc. proposes to furnish all materials and perform all labor necessary to complete the following per the exclusion & inclusion list. All work is to be completed in high quality material and workmanlike manner for the pricing on the following breakdown.

**Inclusion:**

- (1) Mobilization / Demobilization of crew & equipment.
- Provide PPE/safety fencing & signage to perform work safely & efficiently + Supervision.
- (4) Hours Vac truck -> Budgeted for vac out potholes to remove fill & degraded material/water to allow for better adhesion.
- Bituminous saw cutting (up to 416LF).
- Removal/recycling of up to 2709 Sq.Ft. of asphalt (assumed thickness of 4").
- Asphalt patching -- hot mix (5 patch locations @ 4" depth)
  - (A) = 88' x 25' (2200 Sq.Ft.) -- Paver patching = (2) 28 ton lifts.
  - (B) = 14' x 6' (84 Sq.Ft.)
  - (C) = 17' x 9' (153 Sq.Ft.)
  - (D) = 31' x 8' (248 Sq.Ft.)
  - (E) = 4' x 6' (24 Sq.Ft.)
- \*13 tons of hand patching (B,C,D,E).
- Roll patch mix with small smooth drum roller.
- Touch up striping in impacted areas of asphalt patching.

**Exclusion:**

- Winter Conditions/Snow Removal.
- Analytics/Contaminated Soils Disposal.
- Concrete work - Testing. -- Asphalt testing.
- Base material import/correction.
- Surveying/staking, permits, engineering.
- Dewatering.
- Liquidated Damages.
- Rock drilling/blasting.

**Pricing Summary Based On Time & Materials Rate Schedule:**

**ESTIMATED BUDGET: \$29,950**

**ADD ALTERNATE 1: ANY ADDITIONAL ASPHALT CUTTING REQUESTED CAN BE PROVIDED AT AN ADDITIONAL COST OF**

**BUDGETARY UNIT PRICING: \$5/LF**

**ADD ALTERNATE 2: ANY ADDITIONAL APSHALT PATCHING CAN BE PROVIDED AT AN ADDITIONAL COST**

**BUDGETARY UNIT PRICING: \$6.75/SQ.FT**

**ADD ALTERNATE 3: ANY HYDRO-EXCAVATING REQUESTED TO REMOVE WATER/DEBRIS FROM PATCHES CAN BE PROVIDED AT AN ADDITIONAL COST.**

**BUDGETARY UNIT PRICE = \$400/HR (PORT TO PORT)**

**Notes:**

- Any alterations or additions to the above proposal involving extra cost for materials or labor will only be executed upon written request and will be an extra cost over the sum quoted in this proposal.
- The contract is to be paid by invoice, net 30 days.
- We reserve the right to revise this quotation if not accepted within 30 days.
- A signed proposal is required to begin work on this project.

If there are any questions concerning this quotation, contact Cody Solem at 218.390.2633

Thank you for the opportunity to quote this project.

Sincerely,

Cody Solem  
Environmental & Industrial Response Services  
Northland Constructors of Duluth, Inc.

To accept this proposal, please complete the following and return to us via email:

**Accepted:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. I grant Northland Constructors the authorization to move forward with the bid work.

Buyer: \_\_\_\_\_

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

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



# TERMS AND CONDITIONS

- A. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and Work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.
- B. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and Work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. **Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- D. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- E. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of Work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said Work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional Work, and Contractor is directed by Owner to continue with said Work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- F. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for Work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.
- G. **Insurance Requirements:** Contractor shall secure and keep in force during the term of the Work the following insurance coverage: (1) Workers Compensation in Statutory Limits. (2) Employer's Liability including "Stop Gap" with coverage limit of \$1,000,000 each accident. (3) Commercial General Liability with a coverage limit of \$2,000,000 each occurrence, \$2,000,000 products/completed operations aggregate and \$4,000,000 general aggregate (per project). (4) Commercial Automobile Liability with coverage limits of \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.
- H. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the Work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph. Notwithstanding anything else in this agreement or elsewhere, Contractor's indemnity obligations shall exist only to the extent loss or damage is caused by the negligent acts or omissions of the Contractor.
- I. **Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN. Mediation shall be a condition precedent to arbitration. A party shall initiate mediation by written demand served on the other party and filed with the American Arbitration Association.
- J. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- K. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- L. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

During the performance of this contract, the contractor and its subcontractor(s)/vendor(s) agree to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including but not limited to, requirements set out at 41 C.F.R. §§ 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, which equal opportunity clauses and other requirements are hereby incorporated by reference where applicable.

**THIS CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL ALSO ABIDE BY THE REQUIREMENTS OF 41 C.F.R. §§ 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED DISABLED PROTECTED VETERANS AND AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY AND REQUIRE AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED VETERANS AND QUALIFIED INDIVIDUALS WITH DISABILITIES.**

Notification is hereby given that compliance with the above clauses and regulations, if applicable, may require the subcontractor/vendor to annually file certain reports (e.g. the EEO-1 Report and VETS 100A Report) with the federal government and may require the contractor/vendor to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and Persons with Disabilities. NORTHLAND IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

6/10/2025

## Quote #4401 Distict wide Mill and Patch parking lot Projects Bid Tabs

COMPANY	COST	RATE	OPENED BY
PIEDMONT			Bryan Brown
Diversified	\$26,732.00	1	Jeremy DeGraef
Northland	\$29,950.00	2	
LINCOLN PARK			
Diversified	\$53,020	1	
Northland	\$58,900.00	2	
LAKEWOOD			
Diversified	\$99,856.00	1	
Northern	\$115,828.00	2	



**INVOICE TO: INDEPENDENT SCHOOL DISTRICT 709****709 Portia Johnson Drive  
Duluth, MN 55811**Purchasing: (218) 336-8738  
Accounts Payable: (218) 336-8701  
Email: ap.vendor@isd709.org**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V  
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R**DIVERSIFIED PAVING  
56 33RD AVE S  
#322  
ST. CLOUD, MN 56301**S  
H  
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P  
T  
O**LINCOLN PARK MIDDLE SCHOOL  
3215 W 3rd St  
DULUTH, MN 55806

Attention to: BRYAN BROWN/KAB

Q-4401

Purchase Order Number	LINCOLN PARK PARKING LOT
01526017	

Quantity	Unit	Description	Unit Cost	Amount
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1.00000		PARKING LOT AT LINCOLN PARK MIDDLE SCHOOL	53,020.	53,020.00
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MILL PATCHING:  
INCLUDES APPROXIMATELY 7,492 SQ FT  
-MILL PROJECT AREAS 4" DEEP  
-SWEEPING AND CLEANING OF PROJECT AREA  
-APPLICATION OF TACK OIL FOR ADHESION  
-FURNISH AND INSTALLATION OF 4" SPWEA240B  
BITUMINOUS IN TWO LIFTS  
-COMPACTION AND FINISH ROLLING OF BITUMINOUSEXCLUDES:  
STRIPING OR PAVEMENT MARKINGSSEE ATTACHED PROPOSAL DATED 06/09/2025  
FOR FULL PROJECT DETAILSNOTE: INVOICE MUST BE DATED 07/01/25 OR  
THEREAFTER FOR THIS PO30% DOWN PAYMENT IS REQUIRED -  
PLEASE SEND INVOICE DATED 07/01/2025 FOR THE  
AMOUNT OF \$15,906.00NOTE: BILL TO ADDRESS IS NOT  
ON THE ESTIMATE, PLEASE UPDATE YOUR  
RECORDS WITH:ISD 709 DULUTH PUBLIC SCHOOLS  
ACCOUNTS PAYABLE  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

OR EMAIL INVOICE TO: ap.vendor@isd709.org

EMAIL PO TO: kyle@dpipaving.com

**Total: \$53,020.00****VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

**Equal Opportunity Employer**

Printed: 07/09/2025

Page 1 of 2



# PROPOSAL

Q - 4401



<https://www.dpipaving.com/>

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

---

Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools  
  
713 Portia Johnson Dr  
55811  
(320) 248-4440  
bryan.brown@isd709.org

---

Work to be Performed At

Lincoln Park Middle School  
  
3215 W 3rd St.  
Duluth, MN 55806

---

Company Contact

Kyle Neu  
Account Executive  
  
(320) 428-5670  
kyle@dpipaving.com

6/9/2025

ESTIMATE DATE: 6/9/2025



Bryan Brown  
ISD #709 Duluth Schools

Lincoln Park Middle School  
3215 W 3rd St.  
Duluth, MN 55806

<https://www.dpipaving.com/>

## **Project to include the following Mill Patching**

**Includes approximately 7,492 sq ft**

- Mill project areas 4" deep
- Sweeping and cleaning of project areas
- Application of tack oil for adhesion
- Furnish and installation of 4" SPWEA240B bituminous in two lifts
- Compaction and finish rolling of bituminous

**Excludes the following:**

- Striping or pavement markings

**Total Bid: \$53,020**

### **Terms**

**30% Down Payment**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above.

Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

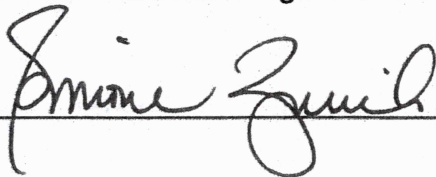
The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 53,020.<sup>00</sup>.

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



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

6/10/25



Lincoln park



Date: June 4, 2025

Proposal # 47251055

Proposal To: ISD709 (Jeremy DeGraef)

Project: Misc. Parking Lot Patching – (Lincoln Park Middle School)

Northland Constructors of Duluth, Inc. proposes to furnish all materials and perform all labor necessary to complete the following per the exclusion & inclusion list. All work is to be completed in high quality material and workmanlike manner for the pricing on the following breakdown.

**Inclusion:**

- (1) Mobilization / Demobilization of crew & equipment.
- Provide PPE/safety fencing & signage to perform work safely & efficiently + Supervision.
- (4) Hours Vac truck -> Budgeted for vac out potholes to remove fill & degraded material/water to allow for better adhesion.
- Bituminous saw cutting (up to 880LF).
- Removal/recycling of up to 7500 Sq.Ft. of asphalt (assumed thickness of 4").
- Asphalt patching – hot mix (5 patch locations @ 4" depth)
  - (A) = 337' x 21' (7,077 Sq.Ft.) – Paver patching = (2) 90 ton lifts.
  - (B) = 11' x 6' (66 Sq.Ft.)
  - (C) = 11' x 5' (55 Sq.Ft.)
  - (D) = 14' x 8' (112 Sq.Ft.)
  - (E) = 13' x 14' (182 Sq.Ft.)
- \*12 tons of hand patching (B,C,D,E).
- Roll patch mix with small smooth drum roller.
- Touch up striping in impacted areas of asphalt patching.

**Exclusion:**

- Winter Conditions/Snow Removal.
- Analytics/Contaminated Soils Disposal.
- Concrete work - Testing. – Asphalt testing.
- Base material import/correction.
- Surveying/staking, permits, engineering.
- Dewatering.
- Liquidated Damages.
- Rock drilling/blasting.

**Pricing Summary Based On Time & Materials Rate Schedule:**

**ESTIMATED BUDGET: \$58,900**

**ADD ALTERNATE 1: ANY ADDITIONAL ASPHALT CUTTING REQUESTED CAN BE PROVIDED AT AN ADDITIONAL COST OF**

**BUDGETARY UNIT PRICING: \$5/LF**

**ADD ALTERNATE 2: ANY ADDITIONAL APSHALT PATCHING CAN BE PROVIDED AT AN ADDITIONAL COST**

**BUDGETARY UNIT PRICING: \$6.75/SQ.FT**

**ADD ALTERNATE 3: ANY HYDRO-EXCAVATING REQUESTED TO REMOVE WATER/DEBRIS FROM PATCHES CAN BE PROVIDED AT AN ADDITIONAL COST.**

**BUDGETARY UNIT PRICE = \$400/HR (PORT TO PORT)**

**Notes:**

- Any alterations or additions to the above proposal involving extra cost for materials or labor will only be executed upon written request and will be an extra cost over the sum quoted in this proposal.
- The contract is to be paid by invoice, net 30 days.
- We reserve the right to revise this quotation if not accepted within 30 days.
- A signed proposal is required to begin work on this project.

If there are any questions concerning this quotation, contact Cody Solem at 218.390.2633

Thank you for the opportunity to quote this project.

Sincerely,

Cody Solem  
Environmental & Industrial Response Services  
Northland Constructors of Duluth, Inc.

To accept this proposal, please complete the following and return to us via email:

**Accepted:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. I grant Northland Constructors the authorization to move forward with the bid work.

Buyer: \_\_\_\_\_

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

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



# TERMS AND CONDITIONS

- A. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and Work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.
- B. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and Work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. **Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- D. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- E. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of Work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said Work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional Work, and Contractor is directed by Owner to continue with said Work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- F. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for Work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.
- G. **Insurance Requirements:** Contractor shall secure and keep in force during the term of the Work the following insurance coverage: (1) Workers Compensation in Statutory Limits. (2) Employer's Liability including "Stop Gap" with coverage limit of \$1,000,000 each accident. (3) Commercial General Liability with a coverage limit of \$2,000,000 each occurrence, \$2,000,000 products/completed operations aggregate and \$4,000,000 general aggregate (per project). (4) Commercial Automobile Liability with coverage limits of \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.
- H. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the Work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph. Notwithstanding anything else in this agreement or elsewhere, Contractor's indemnity obligations shall exist only to the extent loss or damage is caused by the negligent acts or omissions of the Contractor.
- I. **Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN. Mediation shall be a condition precedent to arbitration. A party shall initiate mediation by written demand served on the other party and filed with the American Arbitration Association.
- J. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- K. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- L. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

During the performance of this contract, the contractor and its subcontractor(s)/vendor(s) agree to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including but not limited to, requirements set out at 41 C.F.R. §§ 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, which equal opportunity clauses and other requirements are hereby incorporated by reference where applicable.

**THIS CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL ALSO ABIDE BY THE REQUIREMENTS OF 41 C.F.R. §§ 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED DISABLED PROTECTED VETERANS AND AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY AND REQUIRE AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED VETERANS AND QUALIFIED INDIVIDUALS WITH DISABILITIES.**

Notification is hereby given that compliance with the above clauses and regulations, if applicable, may require the subcontractor/vendor to annually file certain reports (e.g. the EEO-1 Report and VETS 100A Report) with the federal government and may require the contractor/vendor to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and Persons with Disabilities. NORTHLAND IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



6/10/2025		Quote #4401 Distict wide Mill and Patch parking lot Projects Bid Tabs	
COMPANY	COST	RATE	OPENED BY
PIEDMONT			
Diversified	\$26,732.00	1	Bryan Brown
Northland	\$29,950.00	2	Jeremy DeGraef
LINCOLN PARK			
Diversified	\$53,020	1	
Northland	\$58,900.00	2	
LAKEWOOD			
Diversified	\$99,856.00	1	
Northern	\$115,828.00	2	

June 6, 2025

Greetings College in the Schools Partner,

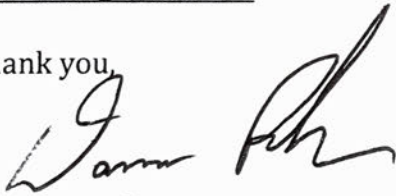
I hope your school year is coming to an end in a good way. I am reaching out to get the ball rolling for the next school year. I have enclosed the College in the Schools contract for the 2025-2026 school year. I will send an invoice and the list of the College in the High Schools courses you are offering for college credit through Fond du Lac Tribal and Community College, October 1, 2025.

Please sign and return a copy of the contract to the college, I have enclosed a self-addressed stamped envelope.

Thank you for your time and effort in making our College in the Schools program successful for both FDLTCC and your high school.

If you have any questions, please call me at 218-879-0805 or email [dpaulson@fdltcc.edu](mailto:dpaulson@fdltcc.edu).

Thank you,



Damien Paulson  
Vice President of Student Services and Enrollment Management  
2101 14<sup>th</sup> Street  
Cloquet, MN 55720



STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School, East High School, and AEO) 709 Portia Johnson Drive, Duluth, MN 55811, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14<sup>th</sup> St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC)).

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS the Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

NOW, THEREFORE, it is agreed:

1. DUTIES OF Fond du Lac Tribal and Community College. **Fond du Lac Tribal and Community College** agrees to provide the following:

**Fond du Lac Tribal and Community College CITS Staff shall:**

- FDLTCC will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the Minnesota State website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and make class lists available online to the high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on FDLTCC's student conduct code, academic and student support services, registration policies, transcript requests, and more.





STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

**Fond du Lac Tribal and Community College Instructor Mentors shall:**

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

**High School Instructors, Administrators, and Staff shall:**

- Ensure students meet minimum CITS eligibility requirements as stated in FDLTCC policy 3.5:
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g.add/drop, withdraw, course alignment) detailed in the CITS handbooks available at [www.FDLTCC.edu/cits](http://www.FDLTCC.edu/cits).
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with FDLTCC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of FDLTCC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class roster and enter the grades into the online grading system in a timely fashion.
- Meet regularly (face-to-face, email, telephone or via other technology) with FDLTCC faculty mentor.
- Collaborate with FDLTCC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the FDLTCC learning outcomes.
- Provide FDLTCC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist FDLTCC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by FDLTCC in keeping with NACEP accreditation requirements.



**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT**

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars (\$3,000.00) per teacher.
- b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on October 1, 2025, with payment by DISTRICT due 60 days later. ***There is no cost to the student.***

4. TERM OF CONTRACT. This contract shall be effective on ***September 1, 2025, or upon the date that the final required signature is obtained by MINNESOTA STATE***, whichever occurs later, and shall remain in effect until ***June 30, 2026***, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
7. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
8. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
9. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.





**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT**

10. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

11. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
12. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
13. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.






STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

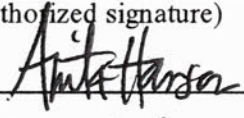
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

1. DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances

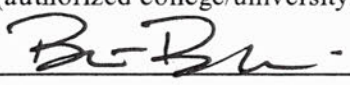
By (authorized signature)

Title
Exec. Dir. Business Services & Finance
Date
6-17-25

2. Fond du Lac Tribal and Community College

By (authorized signature)

Title
President
Date
6-5-25

**AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College**

- 3.

By (authorized college/university/system office initiating agreement)
 Bret Busekowsky
Title
Executive Financial Officer
Date
6/5/2025



STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

ATTACHMENT A  
CONCURRENT ENROLLMENT  
Program Eligibility

- A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
- B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
- C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
- D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer**, **ACT**, and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed, **the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

**Writing:** A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

**Mathematics:** A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8. Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)- College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of May, 20 25, by and between Independent School District #709, a public corporation, hereinafter called District, and Phyllis Pohl, 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 5-27-2025 and shall remain in effect until 6-30-2025, 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)*

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 \$ 75.00 hourly and \$ 4,000.00 in total. SW  
\$ 40.00 \$ 4,500.00

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 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: Misaabekong-Doreen, 709 Portia Johnson Drive, Duluth, MN 55811.

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)

Phyllis Poh  
3730 W 7th St  
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. **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.

Phu Pong  
Contractor Signature

SSN/Tax ID Number

5/30/25  
Date

D. S. M.  
Program Director

5/30/25  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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).

50/50

01 01	E E	005 012	605 030	380 000	305 305	340 340
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

Erin Z. Smith  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.10.25  
Date

Anthony B. L. 6/1/25

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18th day of June, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Residential Services 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 14, 2025 and shall remain in effect until June 4, 2026, 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.** The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

### Fees

The date of service will begin **July 14, 2025** and shall not extend beyond **June 4, 2026**, the contract not to exceed **24 days and 4 days per week, 2 hours per day (July 14, 2025 - August 21, 2025) and 169 days and 5 days per week, 3 hours per day (September 2, 2025 - June 4, 2026)**. The district agrees to reimburse Residential Services Inc. **\$30.00 per hour** for a sum not to exceed **\$16,650.00** for the time worked with [REDACTED] while participating in school activities.



### **3. Background Check.**

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 \$30.00 hourly and \$16,650.00 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: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

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 2900 Piedmont Avenue, Duluth, MN 55811

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**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.

Jon Nelson 41-1296663 6/24/25

Contractor Signature

SSN/Tax ID Number

Date

Jesm Crane 6/23/25

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).

\_\_\_\_\_ 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

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Simone Zuccini 6/24/25

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date



FY-26

**REGION 3 LOW INCIDENCE SERVICES AGREEMENT**  
(IASC Selling Low Incidence Service to Districts)

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE**, hereinafter referred to as "**ISD 6070**", and **INDEPENDENT SCHOOL DISTRICTS NO. 709 - DULUTH SCHOOL DISTRICT**, hereinafter referred to as "**DISTRICT**".

**RECITALS**

The parties hereto recite and declare:

- A. **ISD 6070** is a public educational entity operating under the laws of the State of Minnesota.
- B. **DISTRICT** is a public educational entity operating under the laws of the State of Minnesota.
- C. **DISTRICT** desires and agrees to purchase and obtain special education services from **ISD 6070**. **ISD 6070** desires and agrees to provide the special education services to **DISTRICT**, as set forth herein.

**FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

**DURATION OF AGREEMENT.** The initial term of this Agreement shall commence on the 1<sup>st</sup> day of July, 2025 and shall continue in full force and effect until the 30<sup>th</sup> day of June, 2026 unless terminated, extended, or modified by mutual agreement.

**TERMINATION.** Any party to this agreement may withdraw from it by giving an advance one-year written notice of the party's intent to withdraw. One year notice is defined as an entire fiscal year, thus July 1 through June 30.

**SPECIAL EDUCATION SERVICES PROVIDED.** **ISD 6070** shall provide **DISTRICT** with the special education services consistent with Appendix A.

**PERSONNEL PERFORMING SERVICES.**

- A. **ISD 6070** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this contract who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform services under this contract or who might pose even the slightest risk to employees or students with whom he/she may come into contact.
- B. **ISD 6070** agrees and represents that all employees performing services as part of this agreement possess the credentials required by the State of Minnesota to provide said services.
- C. **ISD 6070** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes; and shall maintain workers' compensation and liability insurance coverage for each.

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**REQUIRED HOURS OF SERVICES.** ISD 6070 shall provide the services identified in Appendix A to DISTRICT as needed based on the needs of DISTRICT as agreed upon by ISD 6070 Region 3 Special Education Administration and DISTRICT Administration.

**CONSIDERATION FOR PROVIDING SERVICES.** In consideration for providing the services identified in Appendix A, DISTRICT shall compensate ISD 6070 for actual costs. An approximation is identified in Appendix A, but DISTRICT will be billed based on actual costs incurred by ISD 6070 for the provision of low incidence services, including but not limited to, salaries, benefits, equipment, and travel reimbursements.

**RELATIONSHIP OF THE PARTIES.**

- D. The overall conduct and control of the services performed under this agreement will lie with ISD 6070. However, ISD 6070 agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.
- E. Employees of ISD 6070 are not to be considered as employees of DISTRICT for any purpose, and ISD 6070 personnel/employees will not be entitled to any rights or benefits from DISTRICT.

**COMPLIANCE WITH POLICIES AND PROCEDURES.**

- F. ISD 6070 agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of DISTRICT. Any deficiency, failure, or refusal on the part of any employee/personnel of ISD 6070 with regard to compliance with the policies and procedures of DISTRICT shall be brought to the attention of ISD 6070 both orally and in written form.
- G. ISD 6070 agrees that its personnel/employees assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.
- H. ISD 6070 agrees and represents that its employees will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.
- I. The parties agree that any violation or non-compliance by personnel assigned by ISD 6070 to perform services under this agreement shall be dealt with by ISD 6070. However, DISTRICT shall have the right to request removal of any such personnel/employee from performing services under this contract, and reassignment of services shall be determined by the Superintendents of DISTRICT and ISD 6070 leadership.
- J. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.



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**LIABILITIES AND INDEMNIFICATION.**

- A. **ISD 6070** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.
- B. **DISTRICT** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

**DISPUTE RESOLUTION.** The parties agree that any and all disputes arising out of this Agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services. The parties agree that an arbitrator shall be selected from a list provided by the Minnesota Bureau of Mediation Service, and shall be conducted in accordance with its procedures. Under no circumstances shall the arbitrator render a decision that is outside the parameters and the specific terms and provisions of this Agreement, and the scope of the arbitration shall be limited to the specific dispute presented.

**TERMS TO BE EXCLUSIVE.** The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

**WAIVER OR MODIFICATION OF TERMS.** No waiver, alteration or modification of any of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

**REPRESENTATION OF AUTHORITY TO SIGN.** Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.



FY-26

REGION 3 LOW INCIDENCE SERVICES AGREEMENT  
SIGNATURE PAGE

DISTRICT: \_\_\_\_\_

By Jason Crane

Its Special Services Director

Date 6/6/25

By Iman Smith

Its Exec. Dir. Business Services

Date 6.11.25

ISD #6070, Itasca Area Schools Collaborative:

By DocuSigned by:  
Bill Hoft  
312FDE8A23B4423...

Its IASC Board Chair

Date 5/16/2025

By Signed by:  
Jackie Skelly  
D2B1EAF321AF4F0...

Its IASC Executive Director

Date 5/15/2025

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 30 day of May, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, 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 August 25, 2025 and shall remain in effect until June 30, 2026, 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 group facilitation services for ISD 709 Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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 \$150 hourly and \$ 6,000 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: Sharie Blevins ECFE, 709 Portia Johnson Drive, Duluth, MN 55811.

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 Mary Ann Marchel, 3929 Rockview Court, 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:

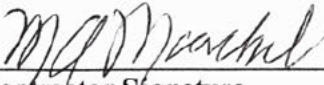
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

  
Contractor Signature

SSN/Tax ID Number

6/19/25  
Date

  
Program Director

6/24/2025  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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).

04	E	005	508	325	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

  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6/27/25  
Date





conscious



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## Blackbird Revolt, LLC Services Agreement

### PARTIES

The parties to this agreement are Blackbird Revolt, LLC and Duluth Adult Education ISD709 (hereafter referred to as "the partner", "partner", "the Client", or "Client").

### SCOPE OF SERVICES

The services to be provided by Blackbird Revolt, LLC are as described below:

### DEFINITIONS

#### AS USED HEREIN AND THROUGHOUT THIS AGREEMENT

*Agreement* means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules, or attachments hereto.

*Client Content* means all materials, information, factual, promotional, or other advertising claims, photography, writings, and other creative content provided or required by Client for use in the preparation of and/or incorporation in the Deliverables.

*Copyrights* mean the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

*Deliverables* mean the services and work product specified in the Proposal to be delivered by the Designer to the Client, in the form and media specified in the Proposal.

*Designer Tools* means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as Website design, architecture, layout, navigational and functional elements.

*Final Deliverables* means the final versions of Deliverables provided by the Designer and accepted by the Client. Final Works means all creative content developed by Designer, or commissioned by Designer, exclusively for the Project and incorporated in the Final Deliverables, including, but not limited to, any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds,



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typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

*Preliminary Works* means all creative content, including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by the Designer and which may or may not be shown and or delivered to the Client for consideration but do not form part of the Final Works.

*Project* means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

*Services* mean all services and the work product to be provided to the Client by the Blackbird Revolt as described and otherwise further defined in the Proposal.

*Third Party Materials* means proprietary third-party materials which are incorporated into the Final Deliverables, including, without limitation, stock photography or illustration.

*Trademarks* mean trade names, words, symbols, designs, logos, or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of the Client.

*Working Files* means all underlying work products and digital files utilized by the Designer to create the Preliminary Works and Final Works, other than the format comprising the Final Deliverables.

#### PAYMENTS/CHARGES

*Fees.* In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use, or value-added taxes, even if calculated or assessed subsequent to the payment schedule.

*Expenses.* The payment for services includes payment for all costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services. If the scope is expanded throughout the course of the contract, Blackbird Revolt, LLC will be reimbursed for actual, reasonable, and necessary expenses incurred in the performance of services.

*Additional Costs.* The Project pricing includes the Designer's fee only. Any outside costs, including, but not limited to, equipment rental, photographer's costs, and fees, photography and/or artwork licenses, prototype production costs, talent fees, music



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licenses, and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

*Invoices* for services shall be submitted upon completion of the agreement and upon delivery of a finalized project. The Client will process and pay bills within thirty (30) days from receipt.

*Payment for services* Client shall pay to Designer fees in the amounts and according to the payment schedule set forth 50/50: The Client shall pay for services in 2 installments of \$ 1,245. These installments shall be paid within **30 days** of each invoice.

#### REVISIONS, ALTERATIONS, & APPROVAL

*Revisions.* Each deliverable includes one round of revisions. Revisions include changes to type, color, etc. Any additional rounds of revision will be considered beyond the "scope of work" and added to the final invoice at \$400 per round.

*Iterations.* During the design phase, if the partner requires the creative team to redesign or reiterate vectored concepts, an iteration fee of \$180/hour will be added to the final invoice.

*Approval.* The partner agrees to have no more than 5 people in any one design meeting. The Partner also agrees that the person approving the designs will be actively engaged in the process. All feedback should be provided through meetings and/or via email.

#### TIMEFRAME

##### **Dates**

Blackbird Revolt, LLC will complete all services by July 12, 2025

##### **Timeline**

###### Timeline:

Week of May 19: Kickoff meeting\*\*tentative contracting  
 May 29: BR sends concepts & poster revision  
 June 3: Partner sends feedback  
 June 12: BR sends drafts of all items  
 June 17: Partner sends feedback, then is OOO from June 18 - 29.  
 June 29: BR sends all final deliverables  
 July 3: Partner sends final, minor feedback or final approval  
 July 12: Project complete





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Due dates for material and feedback will be articulated by the creative team at the start of each project and/or assets. Extension charges occur when the feedback or content is delivered beyond the date necessary for the creative team. Extension fees can be avoided by requesting a change to the timeline and due date in advance through communication via email.

Final design work will begin once the Client has delivered 100% of the necessary content and elements. Each day the design is delayed will add an additional day to the timeline. These project extension days will result in an additional \$85 per day charge.

*Note: Each project varies in timeline and scope. We will complete all services within an agreed-upon timeline unless timeline changes are made and agreed upon.*

*Our offices are closed on Fridays. Any due dates should be set between Monday and EOD Thursday. If feedback or content is delayed, the creative team may work Friday, if the client needs to maintain a due date, for an additional hourly fee of \$180.*

*Unforeseen Circumstances.* Extension of time for unforeseen circumstances. In the event that the Blackbird Revolt, LLC is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Blackbird Revolt, LLC's reasonable control, such as war, unrest, police violence, strikes, lockouts, natural disasters, pandemics, blackouts, or emergencies such as medical, or work slowdown or stoppage of Blackbird Revolt, LLC's employees or subcontractors due to these circumstances, Blackbird Revolt, LLC shall inform the Client of the additional time required to perform the work.

## TERMINATION

*Termination/Abandonment.* Upon receipt of a notice of termination, Blackbird Revolt, LLC shall perform no further work except as specified in the notice.

*Term.* This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered, or otherwise terminated as set forth herein.

*Termination.* In the event of termination, the Designer shall be compensated for the Services performed through the date of termination in the amount of

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(a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer and/or Designer Agents as of the date of termination, whichever is greater; and Client shall pay any outstanding Additional Costs, Taxes, Expenses, Charges, and costs of Changes incurred through the date of termination.

In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total Project fee, Schedule A shall not be effective, and Client shall not have rights to use the Deliverables except upon written consent from Designer provided after such termination.

- Upon cancellation of the agreement before completion of the production phase, the Client shall pay 25% of costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services.
- Upon cancellation of the agreement before completion of the post-production phase, the Client shall pay 50% of costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services.
- Upon cancellation of the agreement, after work has been completed, the Client shall pay 100% of costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services.

Upon expiration or termination of this Agreement:

(a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

#### AUDIT OF RECORDS

Blackbird Revolt, LLC shall maintain complete and accurate records of all payrolls, expenditures, disbursements, and other cost items charged to the Client for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Blackbird Revolt, LLC.

#### METHOD OF COMMUNICATION

We will use email as our primary method of communication. Communication in person, via video chat, or over the phone is encouraged and acceptable. We do request that any design or project changes/edits/revisions be made through email (changes can be articulated through other avenues, but email ensures the changes are documented properly). Other methods of communication are acceptable as long as all parties agree on what those methods will be.



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## EXPECTATIONS

The project outlined in this agreement is priced based on time, deliverables, expertise, and other relevant components. We set aside the appropriate time and parameters to create the deliverables. If the Client/Partner would like to have more frequent communication or unrestricted access to our creative team, additional fees or a retainer can be set up to match those expectations.

In addition, throughout the partnership, it is expected that all parties will respect the boundaries of each party throughout the project. To understand more about Blackbird's boundaries and expectations, review our guide [Taking Flight with Blackbird](#).

## ISSUE RESOLUTION

If the client encounters any issues, concerns, or dissatisfaction with members of the creative team or the creative process, the client agrees to promptly notify the business managers in writing. The client shall provide a detailed description of the matter, including relevant facts and circumstances, and shall make reasonable efforts to cooperate with the business managers in resolving the issue.

The business managers, upon receiving notice of such concerns, shall make diligent efforts to address and resolve the issues in a timely manner. Both parties agree to engage in good-faith discussions and negotiations to find an amicable solution that meets the mutual satisfaction of all parties involved.

Failure to promptly notify the business managers of any concerns or issues in accordance with this clause may limit the client's ability to seek remedies or adjustments at a later date. This provision is intended to facilitate effective communication and collaborative resolution between the parties to ensure the successful execution of the creative project.

## STANDARD OF PERFORMANCE

Blackbird Revolt, LLC's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Blackbird Revolt, LLC's profession currently practicing under similar conditions.



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### ASSIGNMENT

Blackbird Revolt, LLC shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this agreement without the express written consent of the Client in each instance.

### SUBCONTRACTORS

Blackbird Revolt, LLC will perform the work personally. Blackbird Revolt, LLC may subcontract work when necessary for the completion of the project.

### OWNERSHIP OF WORK PRODUCT

All final deliverables provided by Blackbird Revolt, LLC under this Agreement shall be for the use of the Client, other than for the promotional use of Blackbird Revolt, LLC. All preparation materials, sketches, drafts, artwork, digital files, and other visual presentation materials remain the property of Blackbird Revolt, LLC.

### FORMAT OF DELIVERABLES

Deliverables submitted to the Client in electronic format shall be formatted according to specifications provided by the Client. These deliverables should be in the following format(s):

- PDF, PNG, JPG, SVG

### CONFIDENTIALITY

Blackbird Revolt, LLC agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Blackbird Revolt, LLC's scope of work or subsequent promotional purposes. Blackbird Revolt, LLC's obligations under this paragraph shall survive the termination of this agreement.

### ELECTRONIC COMMUNICATIONS

During the course of this agreement, communications may occur through the exchange of electronic versions of documents and emails using commercially available computer software and Internet access. Blackbird Revolt, LLC and the Client acknowledge that the



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Internet is occasionally victimized by the creation and dissemination of viruses or similar destructive electronic programs. The Client agrees to exercise the necessary precautions to avoid spreading a computer virus. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Neither party can guarantee that its respective communications and documents will be virus-free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

#### INTEGRATION AND MODIFICATION

This agreement represents the entire understanding of the Client and Blackbird Revolt, LLC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified, amended, or altered except in writing signed by the Client and Blackbird Revolt, LLC.

#### ADVICE OF COUNSEL

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this agreement, and that the decision of whether or not to seek the advice of counsel with respect to this agreement is a decision which is the sole responsibility of each of the parties hereto. This agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the agreement.

#### INDEPENDENT REVIEW

Each party hereto declares and represents that in entering this agreement, it has relied and is relying solely upon its judgment, belief, and knowledge of the nature, extent, effect, and consequence relating thereto. Each party further declares and represents that this agreement is being made without reliance upon any statement or representation not contained herein of any other party or any representative, agent, or attorney of any other party.

#### TIME

Any reference to days means calendar days unless otherwise specifically stated.



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#### TAXES

The client shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

#### WAIVERS

No waiver of any term or provision of this Agreement will be valid unless such waiver is in writing and signed by the party against whom enforcement of the waiver is sought. The waiver of any term or provision of this Agreement will not apply to any subsequent breach of this Agreement.

#### GOVERNING DOCUMENT

This Agreement constitutes the entire agreement and understanding of the Designer and Client concerning the terms and conditions of the project and supersedes all prior and contemporaneous written or verbal agreements and understandings between the Designer and Client relating to such subject matter. This Agreement may only be amended by a written instrument signed by the Designer and Client.

#### SUCCESSORS AND ASSIGNS

The provisions of this Agreement will inure to the benefit of, and will be binding upon, the Client and its successors and assigns.

#### COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which together will constitute the same instrument. An electronic signature, an electronic copy thereof, or a photocopy of this Agreement shall have the same force and effect as the original.

#### SIGNATURES

This agreement is comprised of the proposal/quote and Attachment A2. The individuals Executing this agreement represents and warrants that they have the legal capacity and authority to do so on behalf of their respective legal entities.

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The parties have executed this agreement on the following date: 28 May 2025 | 9:13 AM CDT

**Client**

Signed by:  
Signature: Simone Zunich  
9B4602F1461A4BB...  
Printed Name: Simone Zunich  
Title: Executive Dir Bs Services

**Blackbird Revolt, LLC**

Signed by:  
Signature: Janelle Moses  
AD69E0889A7E43A...  
Printed Name: Janelle Moses  
Title: Business Manager



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Duluth Adult Education Design Quote 2025

Social Media Graphics.....\$870

- Social Media Graphics: (Facebook, Instagram)
  - GED-Diploma program
  - English Language program
  - College Prep program
  - Core Skills program
  - Career program
  - All programs

Program/Class Flyers.....\$500

- Editable template 8.5x11 (with white background, logos, and contact info at bottom)
  - All Programs
  - GED-Diploma program
  - English Language program
  - College Prep program
  - Core Skills program
  - Career program

T-shirt Design.....\$720

- One new design representing the 2025-2026 school year

Revision..... \$400

- All Programs Poster and Postcard
  - Revisions include changes to type, color, etc. Any additional rounds of revision will be considered beyond the “scope of work”.

Timeline:

- Week of May 19: Kickoff meeting
- May 29: BR sends concepts & poster revision
- June 3: Partner sends feedback
- June 12: BR sends drafts of all items
- June 17: Partner sends feedback, then is OOO from June 18 - 29.
- June 29: BR sends all final deliverables
- July 3: Partner sends final, minor feedback or final approval
- July 12: Project complete

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## Attachment A2: Exclusive License

### Rights in the Final Deliverables

*Final Works.* Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Blackbird Revolt hereby grants to Client the exclusive, perpetual, and worldwide right and license to use, reproduce, and display the Final Works solely in connection with the Project as defined in the Proposal. Any additional uses will require separate pricing. All other rights, including Copyrights, are reserved by Blackbird Revolt.

*Modification: (check one)*

☒ The rights granted to the Client are for usage of the Final Works in their original form only. The client may not crop, distort, manipulate, reconfigure, mimic, animate, edit, extract portions, intentionally alter the color of the Final Works, or otherwise create derivative works based on the Final Works.

OR

☐ The rights granted to Client include the rights to adapt, modify, and create derivative works based on the Final Works solely in connection with the Project and usage rights set forth herein.

*Trademarks.* Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Blackbird Revolt assigns to Client all of Blackbird Revolt's rights, including trademark and Copyright, in and to Trademarks created by Blackbird Revolt. Blackbird Revolt shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Client shall indemnify, save, and hold harmless Blackbird Revolt from any damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of Client's failure to obtain trademark clearance or permissions, for use of Trademarks.

*Client Content.* Client Content, including pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all trademarks, trade secrets, patents, Copyrights, and other rights in connection therewith. Client hereby grants to Blackbird Revolt a nonexclusive, nontransferable license to use, reproduce, modify, display, and publish the Client Content solely in connection with Blackbird Revolt's performance of the Services and promotional uses of the Deliverables as authorized in this Agreement.

*Third-Party Materials.* Intellectual property rights in Third Party Materials shall be owned by the respective third parties. Blackbird Revolt shall inform Client of all Third Party Materials to be procured by Blackbird Revolt that Client may need to license at Client's own expense, and unless otherwise arranged by Client, Blackbird Revolt shall obtain a license for Client to use the Third Party



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Materials consistent with the usage rights granted herein. Client shall indemnify, save, and hold harmless Blackbird Revolt from any damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions concerning materials included in the Final Works at Client's request.

#### Rights Reserved to Blackbird Revolt

*Preliminary Works/Working Files.* Blackbird Revolt retains all proprietary rights, including property ownership, intellectual property rights, and Copyrights, in and to all Preliminary Works and Working Files, and Client shall return to Blackbird Revolt all Preliminary Works and Working Files in Client's possession within thirty (30) days of completion of the Services.

*Original Artwork.* Blackbird Revolt retains property ownership in any physically tangible original artwork comprising Final Works, including all rights to display or sell such artwork. Client shall return all original artwork to Blackbird Revolt within thirty (30) days of completion of the Services.

*Blackbird Revolt Tools.* Blackbird Revolt Tools and all intellectual property rights therein, including Copyrights, shall be owned solely by Blackbird Revolt. Blackbird Revolt hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's publisher, Web hosting, or Internet service providers), perpetual, worldwide license to use the Blackbird Revolt Tools solely with the Final Deliverables for the Project. The client may not directly or indirectly, in any form or manner, decompile, reverse engineer, or otherwise disassemble or modify any Blackbird Revolt Tools comprising software or technology.