


# Memorandum

**To:** Cathy Erickson, CFO/Executive Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** May 29, 2020

**Re:** Annual Bids, Quotes and Extensions for District-Wide T&M Contract Services

The following bids and quotes were solicited according to statute and School Board Policy for services to be performed from July 1, 2020 through June 30, 2021, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

After review and if you concur, please sign all copies based on signing authority and return them to the Facilities Management office for processing.

## NEW BIDS AND QUOTES

### Bid #1282 - District-Wide Annual Painting Labor

Bids were solicited from nine contractors for District-Wide Painting Labor. It is recommended the CFO approve entering into a contract with Regional Contracting & Painting based on their low quote with an estimated value of \$32,600.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

### Bid #1283 - District-Wide Annual Plumbing Labor

Bids were solicited from six contractors for District-Wide Plumbing Labor. It is recommended the CFO approve entering into a contract with Jamar Company based on their low quote with an estimated value of \$52,250.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

### Bid #1284 - District-Wide Annual Roofing Labor

Bids were solicited from three contractors for District-Wide Roofing Labor. It is recommended the CFO approve entering into a contract with A.W. Kuettel & Sons, Inc. based on their low quote with an estimated value of \$46,550.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

### Bid #1285 - District-Wide Annual Bricklayer Labor

Bids were solicited from six contractors for District-Wide Bricklayer Labor. It is recommended the CFO approve entering into a contract with Stretar Masonry & Concrete, Inc. based on their low quote with an estimated value of \$52,840.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

**Quote #4341 - District-Wide Annual Flooring Installation Labor**

Quotes were solicited from four contractors for District-Wide Flooring Installation Labor. It is recommended the CFO approve entering into a contract with Johnson Carpet One based on their low quote with an estimated value of \$6,700.00, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

**EXTENSIONS – Second Year of Contract (First of Two Renewable Years)**

**Quote #4309 - District-Wide Carpentry Labor**

Second Year of Contract (First of Two Renewable Years)  
Donald Holm Construction Co., Inc. – Total Annual Cost estimated at \$23,369.08

**Quote #4310 - District-Wide Chiller Inspection & Maintenance Services**

Second Year of Contract (First of Two Renewable Years)  
Johnson Controls, Inc. – Total Annual Cost estimated at \$29,609.58

**Quote #4311 - District-Wide Annual Fire Extinguisher Services**

Second Year of Contract (First of Two Renewable Years)  
Northland Fire and Safety - Total Annual Cost estimated at \$2,223.30

**Quote #4312 - District-Wide Annual Lawn Care Services**

Second Year of Contract (First of Two Renewable Years)  
Blotti Contracting - Total Annual Cost estimated at \$51,529.52

**Quote #4313 - District-Wide Refrigeration Repair Services**

Second Year of Contract (First of Two Renewable Years)  
Lakeshore Ice Company, Inc. dba Carlson Refrigeration - Tot Annual Cost estimated at \$15,631.00

**Quote #4314 - District-Wide Refuse Removal and Recycling Services**

Second Year of Contract (First of Two Renewable Years)  
Waste Management - Total Annual Cost estimated at \$81,951.17

**Bid #1272 - District-Wide Snow Plowing Services**

Second Year of Contract (First of Two Renewable Years)  
Billington Contracting: Denfeld HS, Homecroft ES, Lakewood ES, Rockridge Academy - \$32,984.46  
Blotti Contracting: Central HS, Congdon ES, East HS, HOCHS, Laura MacArthur ES, Lincoln MS, Myers-Wilkins ES, Ordean MS, Piedmont ES, Stowe ES, Transportation - \$97,565.86  
Viele Contracting: Lester Park ES, Lowell ES - \$14,341.95

**EXTENSIONS – Third Year of Contract (Second of Two Renewable Years)**

**Quote #4282 – District-Wide Annual Inspection and Service to Boilers**

Third Year of Contract (Second of Two Renewable Years)  
Johnson Controls, Inc. – Total Annual Cost estimated at \$22,861.82

**Quote #4283 – District-Wide Annual Cement Masons Labor**

Third Year of Contract (Second of Two Renewable Years)  
Northland Constructors of Duluth, Inc. – Total Annual Cost estimated at \$11,276.29

**Quote #4284 – District-Wide Electrical Labor–High Voltage & Low Voltage Services**

Third Year of Contract (Second of Two Renewable Years)  
Hunt Electric Corporation – Total Annual Cost estimated at \$40,810.30

**Quote #4286 – District-Wide Inspection and Testing of Fire Alarm Systems**

Third Year of Contract (Second of Two Renewable Years)  
Northland Fire & Safety, Inc. – Total Annual Cost estimated at \$21,493.51

**Quote #4287 – District-Wide Glass Replacement Services**

Third Year of Contract (Second of Two Renewable Years)  
Superior Glass, Inc. – Total Annual Cost estimated at \$23,916.81

**Quote #4288 – District-Wide Annual Testing & Maintenance of Sprinkler Systems**

Third Year of Contract (Second of Two Renewable Years)  
A.G. O'Brien Plumbing & Heating Co. – Total Annual Cost estimated at \$6,684.56

## AGREEMENT

**THIS AGREEMENT** made and entered into this 4th day of May, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Regional Contracting & Painting an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2020 and shall remain in effect until June 30, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in BID #1282 Annual Painting Labor for the period of July 1, 2020 through June 30, 2021, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$32,600.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
4. Any other documents identified by District.

**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 at an annual rate of approximately \$32,600.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Regional Contracting & Painting, PO Box 16153, Duluth, MN 55816.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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David Spooner	Manager of Facilities

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

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

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

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

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

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

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

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

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


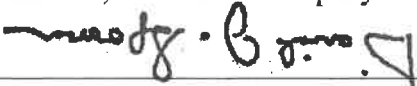
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**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 \_\_\_\_\_ 41-1509431 05/19/2020  
 Mark Swanson, The Jamar Company SSN/Tax ID No. Date  
  
 \_\_\_\_\_ **MAY 29 2020**  
 Program Director Date

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

		Varies By Site Receiving Services			
01/05	810/865	000/005	000/381	000	135013

  
 \_\_\_\_\_ 6/12/20  
 CFO/Superintendent/Board Chair Date

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- 2. Performance.** Perform all work as specified in BID #1284 Annual Roofing Labor for the period of July 1, 2020 through June 30, 2021, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$46,550.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to A.W. Kuettel & Sons, Inc., 3930 Airpark Blvd, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

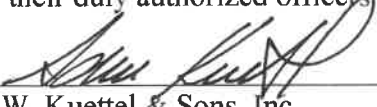
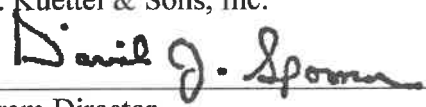
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

 A.W. Kuettel & Sons, Inc.	41-0669099 SSN/Tax ID No.	4/8/20 Date
 Program Director		MAY 29 2020 Date

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

		Varies By Site Receiving Services			
01/05	810/865	000/005	000/383	000	135023

 CFO/Superintendent/Board Chair	6/12/20 Date
--	-----------------

## AGREEMENT

**THIS AGREEMENT** made and entered into this 4th day of May, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Stretar Masonry & Concrete, Inc. an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2020 and shall remain in effect until June 30, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in BID #1285 Annual Bricklayer Labor for the period of July 1, 2020 through June 30, 2021, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$52,840.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
4. Any other documents identified by District.

**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 at an annual rate of approximately \$52,840.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Stretar Masonry & Concrete, Inc., 5719 Roosevelt Street, Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

18. **Insurance.** (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:



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

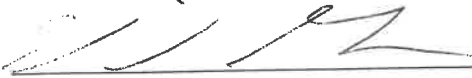
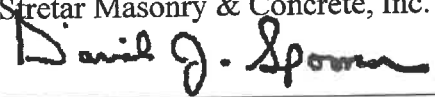
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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

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

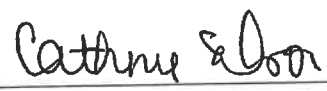
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Stretar Masonry & Concrete, Inc. 41-1964949 5/29/20  
SSN/Tax ID No. Date  
  
 Program Director MAY 29 2020  
Date

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

		Varies By Site Receiving Services			
01/05	810/865	000/005	000/368	000	135003

  
 CFO/Superintendent/Board Chair 6/12/20  
Date

## AGREEMENT

**THIS AGREEMENT** made and entered into this 5th day of May, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Johnson Carpet One an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2020 and shall remain in effect until June 30, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in QUOTE #4341 Annual Flooring Installation Labor for the period of July 1, 2020 through June 30, 2021, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$6,700.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
  2. Contractor's response;
  3. Contractor's Insurance Policy;
  4. Any other documents identified by District.
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 at an annual rate of approximately \$6,700.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation 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.

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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 Johnson Carpet One, 5611 Grand Ave, 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.

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

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

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

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

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

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

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

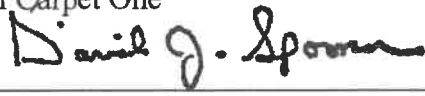
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Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery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

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**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.

  
 Johnson Carpet One
 41-0940851
6/2/20  
SSN/Tax ID No.
Date  
  
 Program Director
 MAY 29 2020  
Date

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

		Varies By Site Receiving Services			
01/05	810/865	000/005	000/379	000	135003

  
 CFO/Superintendent/Board Chair
 6/12/20  
Date



# CONTRACT CARPENTRY LABOR

Quote #4309


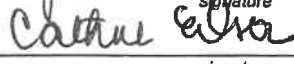
Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

Contractor:	<b>Donald Holm Construction Co., Inc.</b>
Contact:	Daniel Holm
Address:	3211 West 3rd Street, Duluth, Minnesota 55806
Phone:	218-628-2257 fax 218-628-1858
Correspondence Email Address:	dan@donaldholmconst.com
Emergency Contact & Phone Number:	Dan Holm 218-590-1886

REGULAR HOURLY RATE	FY20 <i>First Year</i>	FY21 <b>Second Year</b>	FY23 <i>Third Year</i>
CARPENTRY FOREMAN	\$72.32	\$74.77	
CARPENTRY JOURNEYMAN	\$68.70	\$71.06	
APPRENTICE - level 8 (97%)	\$67.20	\$69.64	
APPRENTICE - level 7 (93%)	\$65.37	\$67.76	
APPRENTICE - level 6 (88%)	\$63.06	\$65.40	
APPRENTICE - level 5 (83%)	\$60.75	\$63.05	
APPRENTICE - level 4 (78%)	\$58.43	\$60.69	
APPRENTICE - level 3 (73%)	\$56.13	\$58.34	
APPRENTICE - level 2 (68%)	\$53.83	\$55.99	
APPRENTICE - level 1 (63%)	\$51.52	\$53.64	
LABORER FOREMAN	\$63.95	\$66.62	
SEMI-SKILLED LABERER	\$63.95	\$66.62	
LABORER	\$63.95	\$66.62	
LABORER APPRENTICE (80%)	\$63.95	\$66.62	

OVERTIME HOURLY RATE	FY20 <i>First Year</i>	FY21 <b>Second Year</b>	FY23 <i>Third Year</i>
FOREMAN	\$98.42	\$101.35	
JOURNEYMAN	\$92.78	\$95.71	
APPRENTICE - level 8 (97%)	\$90.68	\$93.57	
APPRENTICE - level 7 (93%)	\$87.88	\$90.71	
APPRENTICE - level 6 (88%)	\$84.37	\$87.13	
APPRENTICE - level 5 (83%)	\$80.87	\$83.57	
APPRENTICE - level 4 (78%)	\$77.36	\$80.00	
APPRENTICE - level 3 (73%)	\$73.85	\$76.42	
APPRENTICE - level 2 (68%)	\$70.35	\$72.84	
APPRENTICE - level 1 (63%)	\$66.85	\$69.28	
LABORER FOREMAN	\$87.58	\$91.31	
LABORER SEMI-SKILLED	\$87.58	\$91.31	
LABORER	\$87.58	\$91.31	
LABORER APPRENTICE (80%)	\$87.58	\$91.31	

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.  
(*approx. 3.6% increase over FY20 contract*)

Insurance Received <input checked="" type="checkbox"/>	 <small>signature</small>	5/20/2020 <small>date</small>
Acceptance of 2020/2021 Contract	 <small>signature</small>	6/26/20 <small>date</small>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		

# CONTRACT

## CHILLER INSPECTION AND MAINTENANCE SERVICES

QUOTE #4310

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

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

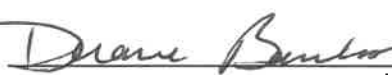

CALL OUT HOURLY RATE	FY20 <i>First Year</i>	FY21 <b>Second Year</b>	FY22 <i>Third Year</i>
NORMAL WORKING HOURS	\$126.00	<b>\$127.89</b>	
AFTER NORMAL WORKING HOURS	\$175.00	<b>\$177.63</b>	
SUNDAY & HOLIDAY WORKING HOURS	\$175.00	<b>\$177.63</b>	

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

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

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

**NOTE: SERVICE SHALL BE COMPLETED AT AS STATED IN DOCUMENTS**  
(1.5% increase over FY20 contract)

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		 _____ <i>signature</i>	5/14/20 _____ <i>date</i>
ISD 709, Cathy Erickson		 _____ <i>signature</i>	6/12/20 _____ <i>date</i>
CFO/Executive Director of Business Services			

# CONTRACT

## FIRE EXTINGUISHER SERVICE


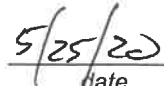
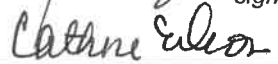
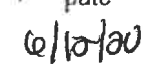
Quote #4311

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

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

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

(1.5% increase over FY20 contract)

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		 <hr style="width: 80%; margin: 0 auto;"/> <i>signature</i>	 <hr style="width: 80%; margin: 0 auto;"/> <i>date</i>
ISD 709, Cathy Erickson		 <hr style="width: 80%; margin: 0 auto;"/> <i>signature</i>	 <hr style="width: 80%; margin: 0 auto;"/> <i>date</i>
CFO/Executive Director of Business Services			


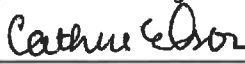
# CONTRACT

## LAWN CARE SERVICES - QUOTE #4312

Second Year of Contract (First of Two Renewable Years)  
for the period of May 3, 2020 through September 12, 2020  
Independent School District No. 709

Contractor:	<b>Blotti Contracting</b>
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone:	218-727-7686
	Email Address: <a href="mailto:blotticontracting@gmail.com">blotticontracting@gmail.com</a>
Emergency Contact Phone Number:	

		2019 <i>First Year</i>	2020 <b>Second Year</b>	2021 <i>Third Year</i>
1	<i>Central High School (closed)</i>	\$350.00	<b>\$355.25</b>	
2	Congdon Park Elementary School	\$94.00	<b>\$95.41</b>	
3	<i>Denfeld High School</i>	\$170.00	<b>\$172.55</b>	
4	East High School	\$185.00	<b>\$187.78</b>	
5	Historic Old Central High School	\$94.00	<b>\$95.41</b>	
6	Homecroft Elementary School	\$94.00	<b>\$95.41</b>	
7	Lakewood Elementary School	\$120.00	<b>\$121.80</b>	
8	<i>Laura MacArthur Elementary School</i>	\$120.00	<b>\$121.80</b>	
9	Lester Park Elementary School	\$74.00	<b>\$75.11</b>	
10	Lincoln Park Middle School	\$375.00	<b>\$380.63</b>	
11	Lowell Elementary School	\$90.00	<b>\$91.35</b>	
12	Myers-Wilkins Elementary School	\$259.00	<b>\$262.89</b>	
13	Ordean East Middle School	\$300.00	<b>\$304.50</b>	
14	Piedmont Elementary School	\$95.00	<b>\$96.43</b>	
15	<i>Rockridge Academy</i>	\$95.00	<b>\$96.43</b>	
16	Stowe Elementary School	\$123.00	<b>\$124.85</b>	
17	Transportation Center	\$34.00	<b>\$34.51</b>	
	<i>(1.5% increase over 2019 contractt)</i>	\$50,768.00	<b>\$51,529.52</b>	

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		 _____ <i>Cathy Erickson</i> signature	5-28-20 _____ date
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		 _____ signature	6/12/20 _____ date

# CONTRACT

## REFRIGERATION REPAIR SERVICES

QUOTE #4313

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

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

Contact: Todd Carlson

Address: 602 Ogden Avenue, Superior, Wisconsin 54880

Phone Number: 715-395-5513

Fax Number: 715-395-5675

Correspondence Email Address: todd@carlson-Lakeshore.com

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

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

*(1.5% increase over FY20 contract)*

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		 <hr/> <i>signature</i>	 <hr/> <i>date</i>
ISD 709, Cathy Erickson		 <hr/> <i>signature</i>	 <hr/> <i>date</i>
CFO/Executive Director of Business Services			

# CONTRACT

## REFUSE REMOVAL AND RECYCLING SERVICES - Quote #4314

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709


Contractor:	<b>Waste Management</b>
Contact:	Joanne Gilbertson
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	218-624-8416      Fax: 218-624-0934
Correspondence Email Address:	<a href="mailto:jjgilber6@wm.com">jjgilber6@wm.com</a>
Emergency Contact & Phone Number:	Joanne Gilbertson 218-391-1748

Building	container quantity	per wk/year	FY20 First Year	FY21 Second Year	FY22 Third Year
Congdon Park	1/6 yd	2/40	\$38.67	<b>\$39.25</b>	
Denfeld HS	1/6 yd	2/40	\$38.67	<b>\$39.25</b>	
Summer Program	1/6 yd	2/12	\$38.67	<b>\$39.25</b>	
Denfeld HS	1/8 yd	3/40	\$51.56	<b>\$52.33</b>	
PS Stadium	1/6 yd	1/40	\$38.67	<b>\$39.25</b>	
East HS	2/6 yd	3/40	\$38.67	<b>\$39.25</b>	
Stadium	29/96 g	1/40	\$38.67	<b>\$39.25</b>	
Stadium	1/6 yd	1/40	\$234.52	<b>\$238.04</b>	
Facilities (STC)	1/6 yd	1/52	\$38.67	<b>\$39.25</b>	
HOCHS	1/6 yd	2/52	\$38.67	<b>\$39.25</b>	
Homecroft	2/6 yd	1/40	\$38.67	<b>\$39.25</b>	
Lakewood	2/6 yd	1/40	\$38.67	<b>\$39.25</b>	
Laura MacArthur	1/6 yd	2/40	\$38.67	<b>\$39.25</b>	
Summer Program	1/6 yd	2/12	\$38.67	<b>\$39.25</b>	
Lester Park	1/6 yd	2/40	\$38.67	<b>\$39.25</b>	
Summer Program	1/6 yd	2/12	\$38.67	<b>\$39.25</b>	
Lincoln Park MS	2/6 yd	3/40	\$38.67	<b>\$39.25</b>	
Lowell	1/6 yd	3/40	\$38.67	<b>\$39.25</b>	
Myers-Wilkins	1/6 yd	3/40	\$38.67	<b>\$39.25</b>	
Summer Program	1/6 yd	2/12	\$38.67	<b>\$39.25</b>	
Ordean East MS	2/6 yd	5/40	\$38.67	<b>\$39.25</b>	
Summer Program	1/6 yd	2/12	\$38.67	<b>\$39.25</b>	
Piedmont	1/6 yd	2/40	\$38.67	<b>\$39.25</b>	
Summer Program	1/6 yd	2/12	\$38.67	<b>\$39.25</b>	
Rockridge	1/6 yd	1/40	\$38.67	<b>\$39.25</b>	
Stowe	1/6 yd	1/40	\$38.67	<b>\$39.25</b>	
Summer Program	1/6 yd	1/12	\$38.67	<b>\$39.25</b>	
Transportation	1/4 yd	1/52	\$25.78	<b>\$26.17</b>	
<b>Total</b>			<b>\$80,740.07</b>	<b>\$81,951.17</b>	

### RECYCLING SERVICES

Cardboard per container	\$15.90	<b>\$16.14</b>	
Paper per container	\$3.00	<b>\$3.05</b>	
Confidential Recycling per bin	\$18.33	<b>\$18.60</b>	
<b>Total</b>		<b>\$13,975.00</b>	<b>\$14,184.63</b>

(1.5% increase over FY20 contract)

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract	 <small>signature</small>		5/19/20 <small>date</small>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	 <small>signature</small>		6/12/20 <small>date</small>

# CONTRACT

## SNOW PLOWING SERVICES


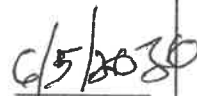
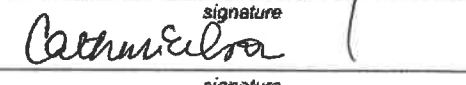
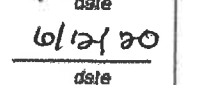
### BID #1272

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

Contractor:	Billington Contracting, Inc.		
Contact:	Robert Billington		
Address:	P.O. Box 16125, Duluth, Minnesota 55816		
Phone Number:	218-721-2765		
Correspondence Email Address:	livn.07@yahoo.com		
Emergency Contact & Phone Number:	218-348-7375 (Bob)	218-721-2765 (Billy)	

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Denfeld HS, 401 North 44th Avenue West	\$547.09	\$685.13	\$989.63
Homecroft, 4784 Howard Gnesen Road	\$441.53	\$553.18	\$827.23
Lakewood, 5207 North Tischer Road	\$416.15	\$609.00	\$969.33
Rockridge, 4849 Ivanhoe Street	\$191.84	\$276.08	\$406.00

<b>TOTALS PER SNOW FALL</b>	<b>\$1,596.60</b>	<b>\$2,123.38</b>	<b>\$3,192.18</b>
<i>(1.5% increase over FY20 contract)</i>	<i>Total Annual Amount (16/2/1): \$32,984.46</i>		

Insurance Received <input checked="" type="checkbox"/>	 <small>signature</small>	 <small>date</small>
Acceptance of 2020/2021 Contract	 <small>signature</small>	 <small>date</small>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		

# CONTRACT

## SNOW PLOWING SERVICES

**BID #1272**


Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

Contractor:	<b>Blotti Contracting</b>		
Contact:	John Blotti		
Address:	9426 Grand Avenue, Duluth, Minnesota 55808		
Phone Number:	218-727-7686		
Correspondence Email Address:	blotticontracting@gmail.com		
Emergency Contact & Phone Number:	218-428-4208		

### SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Central, 800 East Central Entrance	\$455.74	\$700.35	\$964.25
Congdon Park, 3116 East Superior Street	\$152.25	\$253.75	\$406.00
East HS, 301 North 40th Avenue East	\$654.68	\$913.50	\$1,421.00
HOCHS, 215 North 1st Avenue East	\$654.68	\$812.00	\$1,015.00
Laura MacArthur, 720 North Central Avenue	\$334.95	\$558.25	\$761.25
Lincoln Park MS, 3215 West 3rd Street	\$553.18	\$812.00	\$1,218.00
Myers-Wilkins, 1027 North 8th Avenue East	\$482.13	\$913.50	\$1,218.00
Ordean East MS, 2900 East 4th Street	\$451.68	\$761.25	\$1,065.75
Piedmont, 2827 Chambersburg Avenue	\$284.20	\$416.15	\$507.50
Stowe, 715 - 101st Avenue West	\$304.50	\$578.55	\$812.00
Transportation, 3200 West Superior Street	\$274.05	\$324.80	\$456.75

<b>TOTALS PER SNOW FALL</b>	<b>\$4,602.01</b>	<b>\$7,044.10</b>	<b>\$9,845.50</b>
<i>(1.5% increase over FY20 contract)</i>	<i>Total Annual Amount (16/2/1):</i>		<b>\$97,565.86</b>

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		signature	5-28-20 date
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		signature	6/13/20 date



# CONTRACT

## SNOW PLOWING SERVICES

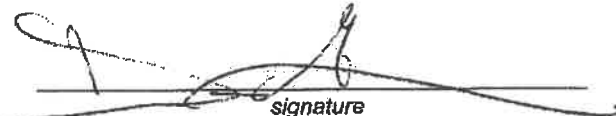
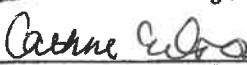
BID #1272

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

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

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Lester Park, 5300 Glenwood Avenue	\$355.25	\$619.15	\$1,035.30
Lowell, 2000 Rice Lake Road	\$294.35	\$507.50	\$659.75

<b>TOTALS PER SNOW FALL</b>	<b>\$649.60</b>	<b>\$1,126.65</b>	<b>\$1,695.05</b>
<i>(1.5% increase over FY20 contract)</i>	<i>Total Annual Amount (16/2/1):</i>		<b>\$14,341.95</b>

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		 _____ signature	5/22/20 _____ date
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		 _____ signature	6/12/20 _____ date

# CONTRACT

## ANNUAL INSPECTION AND SERVICE TO BOILERS

QUOTE #4282

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

Contractor:	<b>Johnson Controls</b>		
Contact:	Ben Lalone		
Address:	4627 Airpark Boulevard		
Phone:	218-725-6762	Fax:	218-727-7945
Correspondence Email Address	matt.d.hoven@jci.com (Matt Hovan) 866-211-3536		
Emergency Contact & Phone Number	218-727-8996		

HOURLY RATE	FY19 <i>First Year</i>	FY20 <i>Second Year</i>	FY21 <i>Third Year</i>
REGULAR Hourly Rate	\$118.00	\$120.24	\$122.05
OVERTIME Hourly Rate	\$175.00	\$178.33	\$181.00
HOLIDAY Hourly Rate	\$175.00	\$178.33	\$181.00

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



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

### ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	\$1,513.00	\$1,541.75	\$1,564.87
2	Denfeld High School	7	\$3,357.00	\$3,420.78	\$3,472.09
3	East High School	7	\$3,357.00	\$3,420.78	\$3,472.09
4	Homecroft Elementary School	3	\$1,513.00	\$1,541.75	\$1,564.87
5	Lakewood Elementary School	2	\$1,052.00	\$1,071.99	\$1,088.07
6	Laura MacArthur Elementary School	3	\$1,513.00	\$1,541.75	\$1,564.87
7	Lester Park Elementary School	2	\$1,052.00	\$1,071.99	\$1,088.07
8	Lincoln Park Middle School	3	\$1,513.00	\$1,541.75	\$1,564.87
9	Lowell Elementary School	2	\$1,052.00	\$1,071.99	\$1,088.07
10	Myers-Wilkins Elementary School	3	\$1,513.00	\$1,541.75	\$1,564.87
11	Ordean East Middle School	3	\$1,513.00	\$1,541.75	\$1,564.87
12	Piedmont Elementary School	2	\$1,052.00	\$1,071.99	\$1,088.07
13	Rockridge Academy	2	\$1,052.00	\$1,071.99	\$1,088.07
14	Stowe Elementary School	2	\$1,052.00	\$1,071.99	\$1,088.07
Total Amount			\$22,104.00	\$22,523.98	\$22,861.82

**NOTE: SERVICE SHALL BE COMPLETED PRIOR TO HEATING SEASON**

(1.9% increase over FY19 contract and 1.5% increase over FY20 contract)

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		 _____ <i>signature</i>	5/11/2020 _____ <i>date</i>
ISD 709, Cathy Erickson		 _____ <i>signature</i>	6/12/20 _____ <i>date</i>
CFO/Executive Director of Business Services			

# CONTRACT

## CEMENT MASONS LABOR

Quote #4283

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709


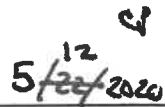

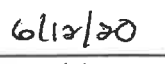
Contractor:	<b>Northland Constructors of Duluth, Inc.</b>		
Contact:	Craig Ploetz		
Address:	4843 Rice Lake Road, Duluth, Minnesota 55803		
Phone:	218-625-2291	fax 218-724-1384	
Correspondence Email Address	craig.ploetz@northlandconstructors.us chad.grady@northlandconstructors.us		
Emergency Contact & Phone Number	Chad Grady 218-625-3230		

REGULAR HOURLY RATE	<i>FY19</i> <i>First Year</i>	<i>FY20</i> <i>Second Year</i>	<i>FY21</i> <i>Third Year</i>
FOREMAN	\$76.50	\$77.95	<b>\$79.12</b>
JOURNEYMAN	\$74.50	\$75.92	<b>\$77.05</b>
APPRENTICE	\$67.05	\$68.32	<b>\$69.35</b>

OVERTIME HOURLY RATE	<i>FY19</i> <i>First Year</i>	<i>FY20</i> <i>Second Year</i>	<i>FY21</i> <i>Third Year</i>
FOREMAN	\$104.00	\$105.98	<b>\$107.57</b>
JOURNEYMAN	\$100.50	\$102.41	<b>\$103.95</b>
APPRENTICE	\$90.45	\$92.17	<b>\$93.55</b>

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

*(1.9% increase over FY19 contract and 1.5% increase over FY20 contract)*

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		 <hr/> <i>Catharine Edson</i> <i>signature</i>	 <hr/> <i>5/22/2020</i> <i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		 <hr/> <i>Cathy Erickson</i> <i>signature</i>	 <hr/> <i>6/12/20</i> <i>date</i>

# CONTRACT

## ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

### Quote #4284

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709


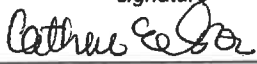
Contractor:	<b>Hunt Electric Corporation</b>
Contact:	Jeffrey D. Tyllia
Address:	4330 West 1st Street, Suite B, Duluth, Minnesota 55807
Phone:	218-624-6504 fax 218-624-7485
Correspondance Email Address	jtyllia@huntelec.com
Emergency Contact & Phone Number	218-628-3323

REGULAR HOURLY RATE	FY19 <i>First Year</i>	FY20 <i>Second Year</i>	FY21 <i>Third Year</i>
JOURNEYMAN	\$91.34	\$93.08	\$94.47
APPRENTICE - level 6 (85%)	\$69.81	\$71.14	\$72.20
APPRENTICE - level 5 (75%)	\$61.60	\$62.77	\$63.71
APPRENTICE - level 4 (65%)	\$53.40	\$54.41	\$55.23
APPRENTICE - level 3 (55%)	\$45.17	\$46.03	\$46.72
APPRENTICE - level 2 (50%)	\$41.00	\$41.78	\$42.41
APPRENTICE - level 1 (45%)	\$37.00	\$37.70	\$38.27
LOW VOLTAGE TECHNICIAN	\$82.00	\$83.56	\$84.81
LOW VOLTAGE INSTALLER	\$52.90	\$53.91	\$54.71

OVERTIME HOURLY RATE	FY19	FY20	FY21
JOURNEYMAN	\$123.00	\$125.34	\$127.22
APPRENTICE - level 6 (85%)	\$103.78	\$105.75	\$107.34
APPRENTICE - level 5 (75%)	\$91.61	\$93.35	\$94.75
APPRENTICE - level 4 (65%)	\$79.43	\$80.94	\$82.15
APPRENTICE - level 3 (55%)	\$67.26	\$68.54	\$69.57
APPRENTICE - level 2 (50%)	\$47.50	\$48.40	\$49.13
APPRENTICE - level 1 (45%)	\$42.78	\$43.59	\$44.25
LOW VOLTAGE TECHNICIAN	\$114.22	\$116.39	\$118.14
LOW VOLTAGE INSTALLER	\$75.39	\$76.82	\$77.97

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

*(1.9% increase over FY19 contract and 1.5% increase over FY20 contract)*

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract			05/20/20 <small>date</small>
ISD 709, Cathy Erickson			06/12/20 <small>date</small>
CFO/Executive Director of Business Services		<small>signature</small>	<small>date</small>

# CONTRACT

## INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

Quote #4286

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

Contractor:	<b>Northland Fire &amp; Safety, Inc.</b>		
Contact:	Mary Randby		
Address:	2213 East 5th Street, Superior, Wisconsin 54880		
Phone:	715-398-6643	fax 715-398-6647	
	Correspondance Email Address	mrandby@northlandfire.com	
	Emergency Contact & Phone Number	Mary Randby 715-398-6643	

INSPECTION	FY19 <i>First Year</i>	FY20 <i>Second Year</i>	FY21 <i>Third Year</i>
Total Amount of Quote ( <i>see page 2 of 2</i> )	\$11,415.00	\$10,026.96	\$12,126.99
<i>(Contractors annual inspection cost)</i>			

### ADD/DEDUCT PER DEVICE CHARGE

	FY19	FY20	FY21
Smoke/Heat Detector	\$1.00	\$1.02	\$1.03
Signaling Notification Device	\$0.75	\$0.76	\$0.78
Other Initiating Device	\$1.00	\$1.02	\$1.03
Accessory Device	\$1.00	\$1.02	\$1.03

### ADD ALTERNATE CLEANING/INSPECTIONS

Duct Cleaning (25 duct hoods) <i>36 Hoods-Corrected FY20</i>	\$4,925.00	\$5,284.58	\$5,363.84
ANSUL System Inspection (19 systems)	\$3,870.00	\$3,943.53	\$4,002.68

*(1.9% increase over FY19 contract and 1.5% increase over FY20 contract)*

*Added Rockridge Academy FY20      \$266.00*

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		<i>Mary Randby</i> signature	<i>5-13-20</i> date
ISD 709, Cathy Erickson		<i>Cathy Erickson</i> signature	<i>6/18/20</i> date
CFO/Executive Director of Business Services			

# CONTRACT

## GLASS REPLACEMENT SERVICES

Quote #4287

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

Contractor:	<b>Superior Glass, Inc.</b>		
Contact:	Tim Rooney		
Address:	823 Belknap Street, Suite 110, Superior, Wisconsin 54880		
Phone Number:	715-394-5588	fax	715-394-5580
Correspondance Email Address	trooney@superiorglass.com (715-399-3176)		
Emergency Contact/Phone Number	Julie McLaren 715-394-5588		



		FY19 <i>First Year</i>	FY20 <i>Second Year</i>	FY21 <i>Third Year</i>
HOURLY RATES	REGULAR	\$77.08	\$78.54	<b>\$79.72</b>
	OVERTIME	\$115.62	\$117.82	<b>\$119.58</b>
	HOLIDAY	\$154.16	\$157.09	<b>\$159.45</b>

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

MULLIONS	\$4.34	\$4.42	<b>\$4.49</b>
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Type of Glass	1/8 inch		3/16 inch		1/4 inch		3/8 inch		1/2 inch	
Clear Plate	3.99	<b>4.13</b>	5.05	<b>5.22</b>	5.65	<b>5.84</b>	9.98	<b>10.32</b>	16.93	<b>17.51</b>
Clear Tempered	8.03	<b>8.31</b>	8.62	<b>8.92</b>	8.67	<b>8.97</b>	13.10	<b>13.55</b>	18.74	<b>19.38</b>
DSB Window	3.99	<b>4.13</b>								
Clear Insulated	10.68	<b>11.05</b>	10.73	<b>11.10</b>	10.79	<b>11.16</b>				
Obscured Insulated	18.40	<b>19.03</b>	18.56	<b>19.20</b>	18.56	<b>19.20</b>				
Low "E" Insulated	14.07	<b>14.55</b>	14.12	<b>14.60</b>	14.23	<b>14.72</b>				

*(1.9% increase over FY19 contract and 1.5% increase over FY20 contract)*

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract		 <i>signature</i>	<u>5/13/2020</u> <i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		 <i>signature</i>	<u>6/12/20</u> <i>date</i>

# CONTRACT

## Annual Testing & Maintenance of Sprinkler Systems - Quote #4288

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2020 through June 30, 2021 (FY21)  
Independent School District No. 709

Contractor: <b>A.G. O'Brien Plumbing and Heating Co.</b>	
Contact: <b>Craig Johnson</b>	
Address: <b>4907 Lightning Drive, Hermatown, Minnesota 55811</b>	
Phone: <b>218-729-9662</b>	fax <b>218-729-9774</b>
Correspondance Email Address	<b>craig@agobrien.com (218-343-2006)</b>
Emergency Contact & Phone Number	<b>218-606-2316</b>


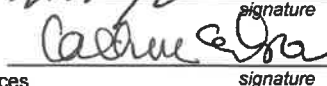
HOURLY RATE	FY19 <i>First Year</i>	FY20 <i>Second Year</i>	FY21 <i>Third Year</i>
REGULAR Hourly Rate	\$97.50	\$99.35	<b>\$100.84</b>
OVERTIME Hourly Rate	\$133.89	\$136.43	<b>\$138.48</b>
HOLIDAY Hourly Rate	\$178.53	\$181.92	<b>\$184.65</b>

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

### ANNUAL SERVICE COST PER BUILDING

1	Central High School ( <i>closed</i> )	\$343.00	\$349.52	<b>\$354.76</b>
2	Congdon Park Elementary School	\$343.00	\$349.52	<b>\$354.76</b>
3	Denfeld High School	\$684.00	\$697.00	<b>\$707.45</b>
4	East High School	\$298.00	\$303.66	<b>\$308.22</b>
5	Historic Old Central High School	\$930.00	\$947.67	<b>\$961.89</b>
5A	Fire Pump Testing	\$186.00	\$189.53	<b>\$192.38</b>
6	Homecroft Elementary School	\$136.00	\$138.58	<b>\$140.66</b>
7	Lakewood Elementary School	\$136.00	\$138.58	<b>\$140.66</b>
7A	Fire Pump Testing	\$186.00	\$189.53	<b>\$192.38</b>
8	Laura MacArthur Elementary School	\$262.00	\$266.98	<b>\$270.98</b>
9	Lester Park Elementary School	\$343.00	\$349.52	<b>\$354.76</b>
10	Lincoln Park Middle School	\$392.00	\$399.45	<b>\$405.44</b>
10A	Fire Pump Testing	\$186.00	\$189.53	<b>\$192.38</b>
11	Lowell Elementary School	\$136.00	\$138.58	<b>\$140.66</b>
12	Myers-Wilkins Elementary School	\$340.00	\$346.46	<b>\$351.66</b>
13	<i>Nettleton Elementary School (sold)</i>	\$276.00	\$281.24	<b>\$285.46</b>
14	Ordean East Middle School	\$340.00	\$346.46	<b>\$351.66</b>
15	Piedmont Elementary School	\$340.00	\$346.46	<b>\$351.66</b>
16	Rockridge Academy	\$136.00	\$138.58	<b>\$140.66</b>
17	STC Main Campus ( <i>closed</i> )	\$198.00	\$201.76	<b>\$204.79</b>
18	STC Upper - Facilities Offices	\$136.00	\$138.58	<b>\$140.66</b>
19	Stowe Elementary School	\$136.00	\$138.58	<b>\$140.66</b>
<i>Total</i>		<b>\$6,463.00</b>	<b>\$6,585.77</b>	<b>\$6,684.56</b>

(1.9% increase over FY19 contract and 1.5% increase over FY20 contract)

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2020/2021 Contract			Derrill J. Adatte, CEO
		<i>signature</i>	5/19/2020 <i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services			6/12/20 <i>date</i>
		<i>signature</i>	

\* Emailed 5/19/2020