

April 1, 2024

A+ Contractors
Attn: Jeremy Beier
6150 Old Miller Trunk Hwy
Duluth, MN 55779

RE: BID #1302 – Annual Snow Plowing Services –DSC, Congdon Park ES, East HS, Lester Park ES, Myers-Wilkins ES and Piedmont ES – Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Beier:

A fully executed copy of the Agreement between A+ Contractors and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **June 1, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Third Year of Contract (Second of Two Renewable Years)
 for the period of July 1, 2024 through June 30, 2025 (FY25)
 Independent School District No. 709

Contractor:	A Plus Contractors
Contact:	Jeremy Beier
Address:	6150 Old Miller Trunk Highway, Saginaw, Minnesota 55779
Phone Number:	218-428-3050
Correspondence Email Address:	jeremy@aplusduluth.com
Emergency Contact & Phone Number:	Nick Chinello 218-390-4488

SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Central, 800 East Central Entrance	\$534.91	\$807.94	\$1,097.69
Congdon Park, 3116 East Superior Street	\$495.91	\$741.08	\$919.38
East HS, 301 North 40th Avenue East	\$919.38	\$1,267.08	\$1,838.76
Lester Park, 5300 Glenwood Avenue	\$585.06	\$1,114.40	\$1,671.60
Myers-Wilkins, 1027 North 8th Avenue East	\$668.64	\$1,058.68	\$1,448.72
Piedmont, 2827 Chambersburg Avenue	\$501.48	\$752.22	\$1,002.96
TOTALS PER SNOW FALL	\$3,705.39	\$5,741.40	\$7,979.12

Total Annual Amount (16/2/1): **\$78,748.17**

(8.1% increase over FY23 contract, 3.09% increase over FY24)

Insurance Received _____	Budget Code 01 E LOC 810 000 305 000
Acceptance of 2024/2025 Contract _____	DocuSigned by: Jeremy Beier 356A8DD8CAF5431... DocuSigned by: signature _____ date
ISD 709, Simone Zunich CFO/Executive Director of Business Services	DocuSigned by: Simone Zunich 9B4802F1481A4BB... signature _____ date

\$518.88	\$783.73	\$1,064.79
\$481.05	\$718.87	\$891.83
\$891.83	\$1,229.10	\$1,783.65
\$567.53	\$1,081.00	\$1,621.50
\$648.60	\$1,026.95	\$1,405.30
\$486.45	\$729.68	\$972.90

\$3,594.33	\$5,569.31	\$7,739.96
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\$76,387.78

\$480.00	\$725.00	\$985.00
\$445.00	\$665.00	\$825.00
\$825.00	\$1,137.00	\$1,650.00
\$525.00	\$1,000.00	\$1,500.00
\$600.00	\$950.00	\$1,300.00
\$450.00	\$675.00	\$900.00

\$3,325.00	\$5,152.00	\$7,160.00
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\$70,664.00

April 1, 2024

Stretar Masonry & Concrete, Inc.
Attn: David Greske
5719 Roosevelt Street
Duluth, MN 55807

RE: BID #1311-1 Bricklayer Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Greske:

A fully executed copy of the Agreement between Stretar Masonry & Concrete, Inc. and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **October 1, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025).

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

BRICKLAYER LABOR

Bid #1311-1

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2024 through June 30, 2025 (FY25)
 Independent School District No. 709

Contractor:	Stretar Masonry & Concrete Company, Inc.		
Contact:	David Greske		
Address:	5719 Roosevelt Street, Duluth, Minnesota 55807		
Phone:	218-624-4824	fax	218-624-4825
Correspondence Email Address	stretar@stretarmasonry.com		
Emergency Contact & Phone Number	William Kero 218-624-4824		

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
FOREMAN	\$124.00	\$127.83	
JOURNEYMAN	\$115.00	\$118.55	
APPRENTICE	\$98.00	\$101.03	


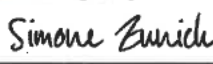
OVERTIME HOURLY RATE

FOREMAN	\$161.00	\$165.97	
JOURNEYMAN	\$150.00	\$154.64	
APPRENTICE	\$115.00	\$118.55	

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.

(3.09% increase over FY24 contract)

Estimated Annual Amount of Bid \$69,482.66

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 368 350 000
Acceptance of 2024/2025 Contract: _____	DocuSigned by:  signature	4/1/2024 date
ISD 709, Simone Zurich: _____	DocuSigned by:  signature	3/14/2024 date
CFO/Executive Director of Business Service: _____		

March 29, 2024

Quality Lawn Care
Attn: Paul Morinville
9123 Beaudry St
Duluth, MN 55808

RE: BID #1298 District-Wide Lawn Care Services – Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Morinville:

A fully executed copy of the Agreement between Quality Lawn Care and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **May 11, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

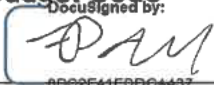
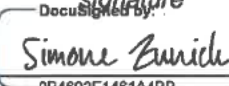
LAWN CARE SERVICES - BID #1298

Third Year of Contract (Second of Two Renewable Years)
for the period of May 7, 2024 through September 16, 2024
Independent School District No. 709

Contractor:	Quality Lawn Care
Contact:	Paul Morinville
Address:	9123 Beaudry Street, Duluth, Minnesota 55808
Phone:	218-340-9287
Email Address:	morinvillepaul@yahoo.com
Emergency Contact Phone Number:	218-340-9287

		2022	2023	2024
		First Year	Second Year	Third Year
1	Congdon Park Elementary School	\$95.00	\$102.70	\$105.87
2	Denfeld High School	\$170.00	\$183.77	\$189.45
3	East High School	\$185.00	\$199.99	\$206.16
4	Homecroft Elementary School	\$95.00	\$129.72	\$133.73
5	Lakewood Elementary School	\$120.00	\$129.72	\$133.73
6	Laura MacArthur Elementary School	\$120.00	\$129.72	\$133.73
7	Lester Park Elementary School	\$75.00	\$81.08	\$83.58
8	Lincoln Park Middle School	\$370.00	\$399.97	\$412.33
9	Lowell Elementary School	\$90.00	\$97.29	\$100.30
10	Myers-Wilkins Elementary School	\$260.00	\$281.06	\$289.74
11	Ordean East Middle School	\$300.00	\$324.30	\$334.32
12	Piedmont Elementary School	\$95.00	\$102.70	\$105.87
13	Rockridge Academy	\$95.00	\$102.70	\$105.87
14	Stowe Elementary School	\$120.00	\$129.72	\$133.73
15	Transportation Center	\$34.00	\$36.75	\$37.89
	District Service Center (Central)	\$345.00	\$372.95	\$384.47
		\$48,811.00	\$53,278.17	\$54,924.46

(8.1% increase over 2022 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Code	01 E LOC 810 000 350 000
Acceptance of 2024 Contract	<small>DocuSigned by:</small> 	3/29/2024
	<small>signature</small>	date
ISD 709, Simone Zunich	<small>DocuSigned by:</small> 	3/14/2024
CFO/Executive Director of Business Service:	<small>signature</small>	date

March 29, 2024

Regional Contracting & Painting
Attn: Rick Impola
PO Box 16661
Duluth, MN 55816

RE: Bid #1315 Painting Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Impola:

A fully executed copy of the Agreement between Regional Contracting & Painting and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **June 24, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT PAINTING LABOR

Bid #1315

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)
Independent School District No. 709

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

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Painter Foreman	\$84.80	\$87.42	
Painter Apprentice	\$54.83	\$56.52	
Drywall Taper Journeyman	\$82.80	\$85.36	
Drywall Taper Apprentice	\$54.83	\$56.52	
Plasterers Journeyman	\$82.80	\$85.36	

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

OVERTIME HOURLY RATE

Painter Foreman	\$100.91	\$104.03	
Painter Apprentice	\$74.29	\$76.59	
Drywall Taper Journeyman	\$98.06	\$101.09	
Drywall Taper Apprentice	\$74.29	\$76.59	
Plasterers Journeyman	\$98.06	\$101.09	

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Bid \$37,118.59

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 379/384 350 000
Acceptance of 2024/2025 Contract _____	DocuSigned by: <i>Rick Impola</i> 518E310F726A46D...	3/29/2024
	<i>signature</i>	<i>date</i>
ISD 709, Simone Zunich CFO/Executive Director of Business Service: _____	DocuSigned by: <i>Simone Zunich</i> 9B4002F1401A48B...	3/14/2024
	<i>signature</i>	<i>date</i>

March 29, 2024

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

**RE: BID #1302 – Annual Snow Plowing Services - Denfeld HS, Laura MacArthur ES,
Lincoln Park MS, Stowe ES – Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. Blotti:

A fully executed copy of the Agreement between Blotti Contracting and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **November 9, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)

Independent School District No. 709


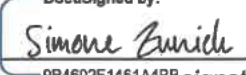
Contractor:	Blotti Contracting
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone Number:	218-727-7686
Correspondence Email Address:	blotticontracting@gmail.com
Emergency Contact & Phone Number:	218-428-4208

SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Denfeld HS, 401 North 44th Avenue West	\$557.20	\$891.52	\$1,249.45
Laura MacArthur, 720 North Central Avenue	\$333.21	\$557.20	\$780.91
Lincoln Park MS, 3215 West 3rd Street	\$540.49	\$835.80	\$1,145.33
Stowe, 715 - 101st Avenue West	\$334.32	\$635.21	\$832.97
Transportation, 3200 West Superior Street	\$278.60	\$356.61	\$468.54
TOTALS PER SNOW FALL	\$2,043.81	\$3,276.34	\$4,477.20

Total Annual Amount (16/2/1): **\$43,730.93**

(8.1% increase over FY23 contract, 3.09% increase over FY24)

Insurance Received _____	Budget Code 01 E LOC 810 000 305 000
Acceptance of 2024/2025 Contract _____	DocuSigned by:  09A7433639394D9... signature
ISD 709, Simone Zurich	3/28/2024 date
CFO/Executive Director of Business Services _____	DocuSigned by:  9B4602F1461A4BB... signature
	3/20/2024 date

AMENDMENT TO THE CONTRACT

1. This amendment, dated Oct. 24, 2023 amends as follows:
Due to the sale of district owned property at 3200 W. Superior Street, Duluth, MN. Transportation, as listed in the original contract will be omitted.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Amended by: Cathy Holman, Purchasing Coordinator

ISD 709 REPRESENTATIVE:

By: Bryan J. Brown

Printed Name: Bryan J. Brown

Title: Facilities Manager ISD 709

Dated: 10/24/2023

BLOTTI CONTRACTING

By: [Signature]

Printed Name: John blotti

Title: Owner

Dated: 11-6-23

March 27, 2024

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

RE: Quote #4382 Flooring Installation Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Severin:

A fully executed copy of the Agreement between Johnson's Carpet One. and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **May 15, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

FLOORING INSTALLATION LABOR

Quote #4382

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2024 through June 30, 2025 (FY25)
 Independent School District No. 709

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

HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
REGULAR HOURLY RATE	\$84.95	\$87.57	
OVERTIME HOURLY RATE	\$110.80	\$114.22	

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 requi the authorization by Dave Spooner, Manager of Facilities, or his designee.

(3.09% increase over FY24 contract)

Estimated Annual Amount of Quote \$8,757.50

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 379 350 000
Acceptance of 2024/2025 Contract _____	DocuSigned by: <i>Kyle Severin</i> <small>310656C8075A422...</small>	3/27/2024
	<i>signature</i>	date
ISD 709, Simone Zunich _____	DocuSigned by: <i>Simone Zunich</i> <small>9B4692F4461A488...</small>	3/14/2024
CFO/Executive Director of Business Service:	<i>signature</i>	date

March 27, 2024

Hunt Electric Corporation
Attn: Rick Johnson
4330 West 1st Street, Suite B
Duluth, MN 55718

RE: Quote #4383 Annual Service & Maintenance of Emergency Generators - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Johnson:

A fully executed copy of the Agreement between Hunt Electric Corporation. and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

ANNUAL SERVICE AND MAINTENANCE OF EMERGENCY GENERATORS - QUOTE #4383

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2024 through June 30, 2025 (FY25)
 Independent School District No. 709

Contractor:	Hunt Electric Corporation
Contact:	Rick Johnson
Address:	4330 West 1st Street, Suite B Duluth, MN 55807
Phone:	218-348-0863
Correspondance Email Address	rjohnson@huntelec.com
Emergency Contact & Phone Number	Rick Johnson 218-348-0863

CALL OUT HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Normal Working Hours	\$125.00	\$128.86	
After Normal Working Hours	\$187.00	\$192.78	
Holiday Working Hours	\$249.00	\$256.69	

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	Congdon Park	\$400.00	\$412.36	
2	Denfeld HS	\$400.00	\$412.36	
3	East HS	\$400.00	\$412.36	
4	DSC	\$400.00	\$412.36	
5	Homecroft	\$400.00	\$412.36	
6	Lakewood	\$400.00	\$412.36	
7	Laura MacArthur	\$400.00	\$412.36	
8	Lester Park	\$400.00	\$412.36	
9	Lincoln Park MS	\$400.00	\$412.36	
10	Lowell	\$400.00	\$412.36	
11	Myers-Wilkins	\$400.00	\$412.36	
12	Ordean East MS	\$400.00	\$412.36	
13	Piedmont	\$400.00	\$412.36	
14	Rockridge	\$400.00	\$412.36	
15	Stowe	\$400.00	\$412.36	
	<i>Total</i>	\$6,000.00	\$6,185.40	

(3.09% increase over FY24 contract)

Estimated Annual Amount of Quote **\$6,185.40**

Insurance Received <input checked="" type="checkbox"/>	Budget Code	01 E 015 810 000 350 000
Acceptance of 2024/2025 Contract	DocuSigned by: <i>Rick Johnson</i> signature	3/27/2024 date
ISD 709, Simone Zunich CFO/Executive Director of Business Services:	DocuSigned by: <i>Simone Zunich</i> signature	3/14/2024 date

March 27, 2024

TK Elevator Corporation
Attn: Mark Anderson
4511 West First Street, Suite 2
Duluth, MN 55807

**RE: Bid #1313 District-Wide Elevator Inspection and Services - Second Year of Contract
(First of Two Renewable Years)**

Dear Mr. Anderson:

A fully executed copy of the Agreement between TK Elevator Corporation and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **October 1, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

ELEVATOR SERVICE - Bid #1313

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)
Independent School District No. 709

Contractor: TK Elevator Corporation	
Contact:	Bekki Tovar
Address:	4511 West First Street, Suite 2, Duluth, Minnesota 55807
Phone:	218-415-1872
Correspondance Email Address	bekki.tovar@tkelevator.com
Emergency Contact & Phone Number	Central Region Dispatch 800-759-3538

REGULAR HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Mechanic in Charge	\$208.00	\$214.43	
Mechanic	\$175.00	\$180.41	
Apprentice 4th Year	\$148.00	\$152.57	
Apprentice 3rd Year	\$129.50	\$133.50	
Apprentice 2nd Year	\$120.25	\$123.97	
Apprentice 1st Year	\$101.75	\$104.89	
Probation Apprentice	\$92.50	\$95.36	
Helper	\$148.00	\$152.57	

OVERTIME HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Mechanic in Charge	\$353.81	\$364.74	
Mechanic	\$297.50	\$306.69	
Apprentice 4th Year	\$251.60	\$259.37	
Apprentice 3rd Year	\$220.15	\$226.95	
Apprentice 2nd Year	\$204.43	\$210.75	
Apprentice 1st Year	\$172.98	\$178.33	
Probation Apprentice	\$157.25	\$162.11	
Helper	\$251.60	\$259.37	

HOLIDAY HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Mechanic in Charge	\$416.25	\$429.11	
Mechanic	\$350.00	\$360.82	
Apprentice 4th Year	\$296.00	\$305.15	
Apprentice 3rd Year	\$259.00	\$267.00	
Apprentice 2nd Year	\$240.50	\$247.93	
Apprentice 1st Year	\$203.50	\$209.79	
Probation Apprentice	\$185.00	\$190.72	
Helper	\$196.00	\$202.06	

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.

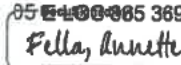
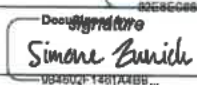
SERVICE COST PER BUILDING

Building	FY24	FY25	FY26
1 Congdon Park ES	\$600.00	\$618.54	
2 Congdon Park ES Lift	\$600.00	\$618.54	
3 Denfeld HS	\$600.00	\$618.54	
4 Denfeld HS	\$600.00	\$618.54	
5 DSC		\$618.54	
6 East HS	\$600.00	\$618.54	
7 Homecroft ES	\$600.00	\$618.54	
8 Laura MacArthur ES	\$600.00	\$618.54	
8a Laura MacArthur ES	\$600.00	\$618.54	
9 Lester Park ES	\$600.00	\$618.54	
10 Lincoln Park MS	\$600.00	\$618.54	
11 Myer-Wilkins ES	\$600.00	\$618.54	
12 Ordean East MS - South	\$600.00	\$618.54	
13 Ordean East MS - North	\$600.00	\$618.54	
14 Piedmont ES	\$600.00	\$618.54	

Total Amount \$8,400.00 9,278.10

(3.09% increase over FY24 contract and 5.1%)

Estimated Annual Amount Bid \$49,082.03

Insurance Received _____	Budget Codes 01 E LOC 810 000 350 000	05 E LOC 005 369 350 000
Acceptance of 2024/2025 Contract	 Fella Annette 3/26/2024	3/26/2024
ISD 709, Simone Zunich	 Simone Zunich 3/14/2024	3/14/2024
CFO/Executive Director of Business Services	signature _____ date	date

March 27, 2024

The Jamar Company
Attn: Andrew Bronson
4701 Mike Colalillo Drive
Duluth, MN 55807

**RE: QUOTE #4372 – District Wide Refrigeration Repair Services – Third Year of Contract
(Second of Two Renewable Years)**

Dear Mr. Bronson:

A fully executed copy of the Agreement between The Jamar Company and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired **December 31, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

REFRIGERATION REPAIR SERVICES

QUOTE #4372

Third Year of Contract (Second of Two Renewable Years)
 for the period of July 1, 2024 through June 30, 2025 (FY25)
 Independent School District No. 709

Contractor: **The Jamar Company**

Contact: Mark Swanson

Address: 4701 Mike Colalillo Drive, Duluth, Minnesota 55807

Phone Number: 218-628-1027

Fax Number: 218-628-1174

Correspondence Email Address: mark.swanson@jamarcompany.us

Emergency Contact & Phone Number: Mark Swanson 218-628-3624

HOURLY RATES	FY23	FY24	FY25
	First Year	Second Year	Third Year
Regular Hourly Rates	\$84.00	\$90.80	\$93.61
Overtime Hourly Rates	\$126.00	\$136.21	\$140.41
Holiday Hourly Rates	\$168.00	\$181.61	\$187.22

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.

(8.1% increase over FY23 contract)

Estimated Annual Amount of Quote \$18,721.97

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 369 350 000
Acceptance of 2024/2025 Contract	<i>Andrew Bronson</i> signature	3/27/2024 date
ISD 709, Simone Zunich	<i>Simone Zunich</i> signature	3/14/2024 date
CFO/Executive Director of Business Servi		

March 27, 2024

The Jamar Company
Attn: Andrew Bronson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: Bid #1314 Plumbing Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Bronson:

A fully executed copy of the Agreement between The Jamar Company and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **December 31, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

PLUMBING LABOR - Bid #1314

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)
Independent School District No. 709

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

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Plumber Foreman	\$140.00	\$144.33	
Plumber Journeyman	\$93.50	\$96.39	
Plumber Apprentice (70%)	\$76.50	\$78.86	
Sheet Metal Foreman	\$140.00	\$144.33	
Sheet Metal Journeyman (2 year)	\$93.50	\$96.39	
Sheet Metal Apprentice (70%)	\$76.50	\$78.86	
Insulator Foreman	\$140.00	\$144.33	
Insulator Journeyman (2 year)	\$93.50	\$96.39	
Insulator Apprentice (70%)	\$76.50	\$78.86	

OVERTIME HOURLY RATE (time and a half)			
Plumber Foreman	\$210.00	\$216.49	
Plumber Journeyman	\$140.25	\$144.58	
Plumber Apprentice (70%)	\$114.75	\$118.30	
Sheet Metal Foreman	\$210.00	\$216.49	
Sheet Metal Journeyman (2 year)	\$140.25	\$144.58	
Sheet Metal Apprentice (70%)	\$114.75	\$118.30	
Insulator Foreman	\$210.00	\$216.49	
Insulator Journeyman (2 year)	\$140.25	\$144.58	
Insulator Apprentice (70%)	\$114.75	\$118.30	

OVERTIME HOURLY RATE (double time)			
Plumber Foreman	\$280.00	\$288.65	
Plumber Journeyman	\$187.00	\$192.78	
Plumber Apprentice (70%)	\$153.00	\$157.73	
Sheet Metal Foreman	\$280.00	\$288.65	
Sheet Metal Journeyman (2 year)	\$187.00	\$192.78	
Sheet Metal Apprentice (70%)	\$153.00	\$157.73	
Insulator Foreman	\$280.00	\$288.65	
Insulator Journeyman (2 year)	\$187.00	\$192.78	
Insulator Apprentice (70%)	\$153.00	\$157.73	

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.

(3.09% increase over FY24 contract)

Estimated Annual Amount of Bid \$63,915.80

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 381 350 000
Acceptance of 2024/2025 Contract	DocuSigned by: <i>Andrew Bronson</i> 793CAFE1769644...	3/27/2024
	signature	date
ISD 709, Simone Zurich	DocuSigned by: <i>Simone Zurich</i> 084802F1461A4B1E...	3/14/2024
CFO/Executive Director of Business Services	signature	date

March 22, 2024

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

RE: BID #1302 – Annual Snow Plowing Services - Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy – Third Year of Contract (Second of Two Renewable Years)

Dear Ms. Govze:

A fully executed copy of the Agreement between Viele Contracting Inc. and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **October 19, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

SNOW PLOWING SERVICES

BID #1302

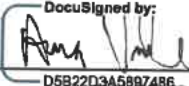

Third Year of Contract (Second of Two Renewable Years)
 for the period of July 1, 2024 through June 30, 2025 (FY25)
 Independent School District No. 709

Contractor:	Viele Contracting, Inc.		
Contact:	Desi Govze		
Address:	5064 Reid Road, Duluth, Minnesota 55803		
Phone Number:	218-728-2334	fax:	218-730-9917
Correspondence Email Address:	viele@viele.us		
Emergency Contact & Phone Number:	Nick Viele 218-348-7964 Zack Viele 218-428-5679		

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Homecroft, 4784 Howard Gnesen Road	\$484.77	\$596.21	\$891.52
Lakewood, 5207 North Tischer Road	\$455.79	\$668.64	\$1,058.68
Lowell, 2000 Rice Lake Road	\$512.63	\$947.24	\$1,114.40
Ordean East MS, 2900 East 4th Street	\$557.20	\$813.51	\$1,114.40
Rockridge, 4849 Ivanhoe Street	\$222.88	\$300.89	\$445.76
TOTALS PER SNOW FALL	\$2,233.26	\$3,326.49	\$4,624.77

Total Annual Amount (16/2/1): **\$47,009.97**

(8.1% increase over FY23 contract, 3.09% increase over FY24)

Insurance Received <input checked="" type="checkbox"/>	Budget Code 01 E LOC 810 000 305 000
Acceptance of 2024/2025 Contract	DocuSigned by:  3/15/2024 date
ISD 709, Simone Zünich CFO/Executive Director of Business Services	DocuSigned by:  3/20/2024 date

\$470.24	\$578.34	\$864.80
\$442.13	\$648.60	\$1,026.95
\$497.26	\$918.85	\$1,081.00
\$540.50	\$789.13	\$1,081.00
\$216.20	\$291.87	\$432.40

\$2,166.32	\$3,226.79	\$4,486.15
		\$45,600.90

\$435.00	\$535.00	\$800.00
\$409.00	\$600.00	\$950.00
\$460.00	\$850.00	\$1,000.00
\$500.00	\$730.00	\$1,000.00
\$200.00	\$270.00	\$400.00

\$2,004.00	\$2,985.00	\$4,150.00
		\$42,184.00

March 21, 2024

Waste Management
Attn: Shante Soto
3101 West Superior Street
Duluth, MN 55806

RE: BID #1301 – District Wide Refuse Removal and Recycling Services – Third Year of Contract (Second of Two Renewable Years)

Dear Ms. Soto:

A fully executed copy of the Agreement between Waste Management and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on January 1, 2024.

This letter serves as your written Authorization to Proceed effective July 1, 2024.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

REFUSE REMOVAL AND RECYCLING SERVICES - BID #1301

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)
Independent School District No. 709

Contractor:	Waste Management
Contact:	Shante Soto
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	612-453-1582
Correspondence Email Address:	ssoto1@wm.com
Emergency Contact & Phone Number:	Shante Soto

Building	container quantity	per wk/year	FY23 First Year	FY24 Second Year	FY25 Third Year
Congdon Park	1/6 yd	3/40	\$42.81	\$46.28	\$47.71
Denfeld HS	1/6 yd	2/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Denfeld HS	1/8 yd	3/40	\$57.10	\$61.73	\$63.63
PS Stadium	1/6 yd	1/40	\$42.81	\$46.28	\$47.71
District Service Center	1/6 yd	1/52		\$46.28	\$47.71
East HS	2/6 yd	3/40	\$42.81	\$46.28	\$47.71
Stadium	1/6 yd	1/40	\$42.81	\$46.28	\$47.71
Stadium	29/96 g	1/4	\$259.20	\$280.20	\$288.85
Facilities (Print Shop)	1/6 yd	1/52	\$42.81	\$46.28	\$47.71
Homecroft	2/6 yd	1/40	\$42.81	\$46.28	\$47.71
Lakewood	2/6 yd	1/40	\$42.81	\$46.28	\$47.71
Laura MacArthur	1/6 yd	2/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Lester Park	1/6 yd	2/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Lincoln Park MS	2/6 yd	2/40	\$42.81	\$46.28	\$47.71
Lowell	1/6 yd	5/40	\$42.81	\$46.28	\$47.71
Myers-Wilkins	1/6 yd	5/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Ordean East MS	1/6 yd	3/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Piedmont	1/6 yd	2/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	\$47.71
Rockridge	1/6 yd	1/40	\$42.81	\$46.28	\$47.71
Stowe	2/6 yd	1/40	\$42.81	\$46.28	\$47.71
Summer Program	1/6 yd	1/12	\$42.81	\$46.28	\$47.71
Transportation	1/4 yd	1/52	\$28.53	\$30.84	\$31.79
Total			\$94,136.16	\$101,761.19	\$104,905.61

RECYCLING SERVICES

Cardboard per container	\$17.60	\$19.03	\$19.61
Paper per container	\$3.33	\$3.60	\$3.71
Confidential Recycling per bin	\$18.33	\$19.82	\$20.43
Total		\$14,895.00	\$16,101.49

(8.1% increase over FY23 Contract)

Estimated Annual Amount of Quote **\$121,504.64**

Insurance Received _____	Budget Code	01 E LOC 805 000 330 000
Acceptance of 2024/2025 Contract _____	DocuSigned by: <i>Shante Soto</i>	3/20/2024
ISD 709, Simone Zunich _____	DocuSigned by: <i>Simone Zunich</i>	date
CFO/Executive Director of Business Services _____	084802744814ARB <i>Simone Zunich</i>	3/14/2024
	signature	date

Mar 18, 2024

Per Mar Security Services
Attn: David Corder & Ronda Meyer
4210 Airpark Blvd.
Duluth, MN 55811

RE: QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Fourth Year of Contract (Third of Four Renewable Years)

Dear Mr. Corder & Ms. Meyer:

A fully executed copy of the Agreement between Per Mar Security Services and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **March 1, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

SECURITY SYSTEM & FIRE DETECTION MONITORING SERVICES

QUOTE #4358

Fourth Year of Contract (Third of Four Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)
Independent School District No. 709

Contractor:	Per Mar Security Services
Contact:	David Corder
Address:	4210 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-481-6937
	Fax: 218-722-1176
Correspondence Email Address	dcorder@permarsecurity.com
Emergency Contact & Phone Number	Mike Klos 15-215-2918

HOURLY RATE	FY22 1st Year	FY23 2nd Year	FY24 3rd Year	FY25 4th Year	FY26 5th Year
REGULAR Hourly Rate	\$105.00	\$110.36	\$119.29	\$122.98	
OVERTIME Hourly Rate	\$157.50	\$165.53	\$178.94	\$184.47	
HOLIDAY Hourly Rate	\$157.50	\$165.53	\$178.94	\$184.47	

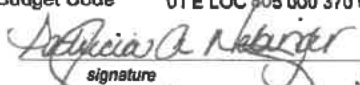
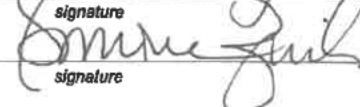
HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

MONTHLY MONITORING COST PER BUILDING (15 months) (12 months) (12 months) (12 months) (12 months)

1	Congdon Park Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	
2	Denfeld High School	\$200.00	\$210.20	\$227.23	\$234.25	
3	East High School	\$200.00	\$210.20	\$227.23	\$234.25	
4	Laura MacArthur Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	
5	Lester Park Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	
6	Lincoln Park Middle School	\$207.00	\$217.56	\$235.18	\$242.45	
7	Myers-Wilkins Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	
8	Ordean East Middle School	\$207.00	\$217.56	\$235.18	\$242.45	
9	Piedmont Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	
10	Rockridge Academy	\$196.39	\$206.41	\$223.12	\$230.02	
44	Central High School (closed)	\$250.12	\$272.34	building demolished		
12	Garfield Avenue Building (Utility)	\$188.57	\$198.19	\$214.24	\$220.86	
43	Hesterie old Central High School	\$107.88	building sold			
14	Homecroft Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	
15	Lakewood Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	
16	Lowell Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	
17	STC Main Campus (closed)	\$107.68	\$113.17	\$122.34	\$126.12	
18	Facilities Management STC Upper Campus	\$92.07	\$96.77	\$104.60	\$107.84	
19	Stowe Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	
20	Transportation Center	\$179.54	\$188.70	\$203.98	\$210.28	
	New Transportation Building at DSC			\$110.67	\$114.09	
	New District Service Center Admin Building			\$110.67	\$114.09	
Total Monthly Amount		\$3,745.25	\$3,822.88	\$4,132.53	\$4,260.22	

(5.1% increase over FY22 contract, 8.1% increase over FY23 contract, 3.09% increase over FY24 contract)

Total Annual Amount of Quote #####

Insurance Received <input checked="" type="checkbox"/>	Budget Code 01 E LOC 005 000 370 000	
Acceptance of 2024/2025 Contract	 signature	3/14/2024 date
ISD 709, Simone Zurich CFO/Executive Director of Business Services	 signature	3/15/24 date

March 18, 2024

Johnson Controls
Attn: Ben LaLone
4627 Airpark Boulevard
Duluth, MN 55811

**RE: BID #1299 – District-Wide Annual Chiller Inspection and Maintenance Services –
Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. LaLone:

A fully executed copy of the Agreement between Johnson Controls and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project. The certificate we currently have on file expired on **October 1, 2023**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

CHILLER INSPECTION AND MAINTENANCE SERVICES

Bid #1299

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)
Independent School District No. 709

Contractor:	Johnson Controls		
Contact:	Ben Lalone		
Address:	4627 Airpark Boulevard, Duluth, MN 55811		
Phone:	218-725-6762	Fax:	218-727-7945
Correspondence Email Address	ben.lalone@jci.com		
Emergency Contact & Phone Number	866-211-3536		

CALL OUT HOURLY RATE	FY23 <i>First Year</i>	FY24 <i>Second Year</i>	FY25 <i>Third Year</i>
NORMAL WORKING HOURS	\$169.00	\$182.69	\$188.33
AFTER NORMAL WORKING HOURS	\$253.50	\$274.03	\$282.50
SUNDAY & HOLIDAY WORKING HOURS	\$338.00	\$365.38	\$376.67

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hour 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

1	Congdon Park Elementary School	2	\$2,232.00	\$2,412.79	\$2,487.35
2	Denfeld High School	4	\$4,464.00	\$4,825.58	\$4,974.69
3	East High School	3	\$3,348.00	\$3,619.19	\$3,731.02
4	Homecroft Elementary School	1	\$1,116.00	\$1,206.40	\$1,243.67
5	Lakewood Elementary School	1	\$1,116.00	\$1,206.40	\$1,243.67
6	Laura MacArthur Elementary School	2	\$2,232.00	\$2,412.79	\$2,487.35
7	Lester Park Elementary School	2	\$2,232.00	\$2,412.79	\$2,487.35
8	Lincoln Park Middle School	2	\$2,232.00	\$2,412.79	\$2,487.35
9	Lowell Elementary School	2	\$2,232.00	\$2,412.79	\$2,487.35
10	Myers-Wilkins Elementary School	2	\$2,232.00	\$2,412.79	\$2,487.35
11	Ordean East Middle School	2	\$2,232.00	\$2,412.79	\$2,487.35
12	Piedmont Elementary School	2	\$2,232.00	\$2,412.79	\$2,487.35
13	Stowe Elementary School	1	\$1,116.00	\$1,206.40	\$1,243.67
Total Amount			\$29,016.00	\$31,366.30	\$32,335.51

NOTE: SERVICE SHALL BE COMPLETED AS STATED IN DOCUMENTS

(8.1% increase over FY23 contract, 3.09% increase over FY24 contract)

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 380 350 000
Acceptance of 2024/2025 Contract	DocuSigned by: <i>Ben Lalone</i>	3/14/2024
ISD 709, Simone Zunich	DocuSigned by: <i>Simone Zunich</i>	3/14/2024

March 18, 2024

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

RE: Bid #1312 Roofing Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Kuettel:

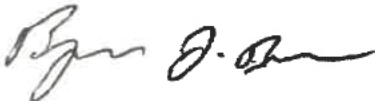
A fully executed copy of the Agreement between A.W. Kuettel & Sons, Inc and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **March 31, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

ROOFING LABOR

Bid #1312

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)
Independent School District No. 709

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

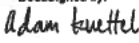
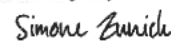
REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Roofing Foreman	\$98.00	\$101.03	
Roofing Journeyman	\$90.00	\$92.78	
Roofing Apprentice	\$60.00	\$61.85	
Roofing Laborer	\$50.00	\$51.55	
Crane/Operator Rate	\$155.00	\$159.79	
Sheet Metal Foreman	\$102.00	\$105.15	
Sheet Metal Journeyman	\$95.00	\$97.94	
Sheet Metal Apprentice	\$50.00	\$51.55	

OVERTIME HOURLY RATE	FY24	FY25	FY26
Roofing Foreman	\$112.00	\$115.46	
Roofing Journeyman	\$105.00	\$108.24	
Roofing Apprentice	\$85.00	\$87.63	
Roofing Laborer	\$80.00	\$82.47	
Crane/Operator Rate	\$225.00	\$231.95	
Sheet Metal Foreman	\$118.00	\$121.65	
Sheet Metal Journeyman	\$114.00	\$117.52	
Sheet Metal Apprentice	\$100.00	\$103.09	

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 require the authorization by Dave Spooner, Manager of Facilities, or his designee.

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Quote \$51,441.91

Insurance Received <input checked="" type="checkbox"/>		01 E LOC 810 000 350 000
	Budget Codes	05 E LOC 865 383 350 000
Acceptance of 2024/2025 Contract	DocuSigned by:  signature	3/13/2024 date
ISD 709, Simone Zurich: CFO/Executive Director of Business Service	DocuSigned by:  signature	3/14/2024 date

March 18, 2024

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

RE: Quote 4373 – District-Wide Annual Fire Extinguisher Service – Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Wagemaker:

A fully executed copy of the Agreement between Northland Fire & Safety, Inc. and ISD #709 is attached. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **July 1, 2024** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT FIRE EXTINGUISHER SERVICE

Quote #4373

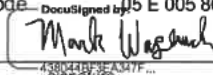
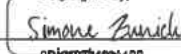
Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)
Independent School District No. 709

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

HOURLY RATE	FY23		FY24		FY25	
	First Year		Second Year		Third Year	
Annual Service and Tagging (per unit)		\$2.95		\$3.19		\$3.29
Recharging - Dry Chemical		\$8.78		\$9.49		\$9.78
Recharging - Halotron		\$8.78		\$9.49		\$9.78
Recharging - Co2		\$14.22		\$15.37		\$15.85
Recharging - K-Class		\$21.00		\$22.70		\$23.40
Hydrostatic Test - Dry Chemical		\$8.93		\$9.65		\$9.95
Hydrostatic Test - Halotron		\$8.93		\$9.65		\$9.95
Hydrostatic Test - Co2		\$21.15		\$22.86		\$23.57
Hydrostatic Test - K-Class		\$42.00		\$45.40		\$46.80
6 Year Maintenance - Dry Chemical		\$2.69		\$2.91		\$3.00
6 Year Maintenance - Halotron		\$2.69		\$2.91		\$3.00
5 Year Class K Hydrotest/Recharge		\$63.00		\$68.10		\$70.21
Dry Chemical Material Per Pound		\$1.26		\$1.36		\$1.40
Halotron Material Per Pound		\$53.00		\$57.29		\$59.06
Co2 Material Per Pound		\$2.04		\$2.21		\$2.27
K-Class Material Per Liter		\$22.00		\$23.78		\$24.52
Annual Service and Tagging (360)	\$2.95	\$1,062.00	\$3.19	\$1,148.02	\$3.29	\$1,183.50
Recharging - Dry Chemical (65)	\$8.78	\$570.70	\$9.49	\$616.93	\$9.78	\$635.99
Hydrostatic Test - Dry Chemical (10)	\$8.93	\$89.30	\$9.65	\$96.53	\$9.95	\$99.52
6 Year Maintenance - Dry Chemical (60)	\$2.69	\$161.40	\$2.91	\$174.47	\$3.00	\$179.86
5 Year K Class Hydrotest/Recharge (2)	\$63.00	\$126.00	\$68.10	\$136.21	\$70.21	\$140.41
Parts: Valve Stem/Gauge (10)	\$12.00	\$120.00	\$12.97	\$129.72	\$13.37	\$133.73
Seals/Collar/DOT Label/Pull Pin (70)	\$4.90	\$343.00	\$5.30	\$370.78	\$5.46	\$382.24
Hosse Strap & Clip/Valve Stem/Gauge (10)	\$11.50	\$115.00	\$12.43	\$124.32	\$12.82	\$128.16

(8.1% increase over FY23 contract, 3.09% increase over FY24 contract)

Estimated Annual Amount of Quote \$2,587.40 **\$2,796.98** \$2,883.41

Insurance Received <input checked="" type="checkbox"/>	Budget Code <u>05 E 005 865 363 350 000</u>
Acceptance of 2024/2025 Contract	DocuSigned by:  date 3/13/2024
ISD 709, Simone Zunich CFO/Executive Director of Business Services	DocuSigned by:  date 3/14/2024

March 18, 2024

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

RE: BID #1297 – District-Wide Annual Carpentry Labor – Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Holm:

A fully executed copy of the Agreement between Donald Holm Construction Co., Inc. and ISD #709 is attached. Please provide the Certificate of Insurance for the above referenced project prior to its expiration on April 1, 2024.

This letter serves as your written Authorization to Proceed effective July 1, 2024.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2025).

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

CARPENTRY LABOR

Bid #1297

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2024 through June 30, 2025 (FY25)
Independent School District No. 709

Contractor:	Donald Holm Construction Co., Inc.
Contact:	Ryker Holm
Address:	3211 West 3rd Street, Duluth, Minnesota 55806
Phone:	218-628-2257 fax 218-628-1858
Correspondence Email Address:	ryker@donaldholmconst.com
Emergency Contact & Phone Number:	Ryker Holm

REGULAR HOURLY RATE	FY23 <i>First Year</i>	FY24 <i>Second Year</i>	FY25 <i>Third Year</i>
CARPENTRY FOREMAN	\$82.21	\$88.87	\$91.62
CARPENTRY JOURNEYMAN	\$78.44	\$84.79	\$87.41
APPRENTICE - level 8 (97%)	\$76.96	\$83.19	\$85.76
APPRENTICE - level 7 (93%)	\$74.90	\$80.97	\$83.47
APPRENTICE - level 6 (88%)	\$72.36	\$78.22	\$80.64
APPRENTICE - level 5 (83%)	\$69.83	\$75.49	\$77.82
APPRENTICE - level 4 (78%)	\$67.30	\$72.75	\$75.00
APPRENTICE - level 3 (73%)	\$64.76	\$70.01	\$72.17
APPRENTICE - level 2 (68%)	\$62.23	\$67.27	\$69.35
APPRENTICE - level 1 (63%)	\$59.69	\$64.52	\$66.52
LABORER FOREMAN	\$70.10	\$75.78	\$78.12
SEMI-SKILLED LABERER	\$67.85	\$73.35	\$75.61
LABORER	\$67.85	\$73.35	\$75.61
LABORER APPRENTICE (80%)	\$67.85	\$73.35	\$75.61

OVERTIME HOURLY RATE	FY23	FY24	FY25
FOREMAN	\$109.43	\$118.29	\$121.95
JOURNEYMAN	\$103.80	\$112.21	\$115.68
APPRENTICE - level 8 (97%)	\$101.51	\$109.73	\$113.12
APPRENTICE - level 7 (93%)	\$98.47	\$106.45	\$109.74
APPRENTICE - level 6 (88%)	\$94.67	\$102.34	\$105.50
APPRENTICE - level 5 (83%)	\$90.87	\$98.23	\$101.27
APPRENTICE - level 4 (78%)	\$87.07	\$94.12	\$97.03
APPRENTICE - level 3 (73%)	\$83.26	\$90.00	\$92.79
APPRENTICE - level 2 (68%)	\$79.47	\$85.91	\$88.56
APPRENTICE - level 1 (63%)	\$75.66	\$81.79	\$84.32
LABORER FOREMAN	\$95.02	\$102.72	\$105.89
LABORER SEMI-SKILLED	\$91.64	\$99.06	\$102.12
LABORER	\$91.64	\$99.06	\$102.12
LABORER APPRENTICE (80%)	\$91.64	\$99.06	\$102.12

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 requi the authorization by Dave Spooner, Manager of Facilities, or his designee.

(8.1% increase over FY23 contract, 3.09% increase over FY24 contract)

Estimated Annual Amount of Quote \$41,587.40

Insurance Received <input checked="" type="checkbox"/>	01 E LOC 810 000 350 000	
	Budget Codes 05 E LOC 865 379 350 000	
Acceptance of 2024/2025 Contract	DocuSigned by: <i>Ryker Holm</i>	3/13/2024
	DocuSigned by: <i>Simone Zurich</i>	date
ISD 709, Simone Zurich	DocuSigned by: <i>Simone Zurich</i>	3/14/2024

PAN-O-GOLD Baking Co.

ST. CLOUD OFFICE

3/15/2024

To: Stacy Bergstedt
Duluth Schools

From: Jason Revenig

Signature:

Subject: 20024-25 Bread Bid

Hi Stacy,

Pan O Gold would like to extend our contract with you for the 2024-25 school year. The following will be our pricing for the 2024-25 school year.

	<u>Current</u>	<u>2024-25</u>
1 ½ # Whole Grain Bread	1.83	2.30
Whole Grain 4" Hamb. Buns 60ct	9.30	9.75
Whole Grain 3.5" Hamb Bun 60ct	9.30	9.75
Whole Grain Hoagie Buns 24ct	4.57	5.25
Whole Grain Weiner Buns 12ct	1.98	2.65
Whole Grain Dinner Roll 12ct	1.81	2.45

Thank you

Jason Revenig
Pan O Gold Baking Co.
1-800-444-7005
jrevenig@panogold.com

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Pan OGold Baking Co., 444 E St Germain St, St. Cloud, MN 56302, 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 July 1, 2024 and shall remain in effect until June 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.** Bid-1304 - Bakery Products per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
3. **Reimbursement.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TN) 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 the TIN is provided.

4. **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.

5.. 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.

6.. 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.

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

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

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

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

9. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zunich, Exec. Dir. of Finance & Business Services, 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 Pan-O-Gold Baking Co., 444 E St Germain st, St. Cloud, MN 56302.

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

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

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

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

14. Cancellation. ISD 709 option per conditions outlined in the termination section of Bid1304 specifications.

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

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

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

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

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

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

of 4

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.

<u> <i>Lisa Rowley</i> </u>	<u> 410679579 </u>	<u> 3-20-24 </u>
Contractor Signature	SSN/Tax ID Number	Date
<u> <i>Shirley A Oak, DTR</i> </u>		<u> 3/20/24 </u>
Program Director		Date
<u> <i>Ermine Zunic</i> </u>		<u> 3/21/24 </u>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair		Date



03 E 013 760 160 548 012

1104 Division St.
Waite Park, MN 56387
320-252-2323

Stock #: 5500X Date: 2-12-24 Salesperson: Brim
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Portia Johnson Dr. City: Duluth State: MN County: St. Louis Zip: 55811
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____
 Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New Used Demo Lienholder NONE Address _____

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
<u>14</u>	<u>Chev</u>	<u>Express</u>	<u>AWD 8PASS</u>	<u>Auto</u>	<u>White</u>	<u>cloth</u>
VIN #	LIC. #	TAB EXP. DATE	STATE	MILEAGE	DELIVERED ON OR ABOUT	
<u>1GN5HCF41E1105751</u>				<u>56838</u>		

Buyer Email:	CASH PRICE OF VEHICLE	37888 00
Co-Buyer Email:	FREIGHT	
	DEALER INSTALLED OPTIONS	
RECEIVED		
MAR 21 2024		
ACCTS PAYABLE	<u>2024-2026 Tax Exempt plates</u>	TOTAL <u>37888 00</u>
	REGISTRATION TAX	15 00
	PLATE FEE	10 00
	PUBLIC SAFETY VEHICLE FEE	3 50
	TRANSFER TAX	10 00
	TITLE/TRANSFER FEE	8 25
	STATE/DEPUTY FILING FEE	2000
	LIEN RECORDING FEE	—
	WHEELAGE TAX	—
	TRANSIT TAX	—
	Tech Fee x 2	4 50
	V/S Surchage	1 00
	TOTAL LICENSE & FEES	72 25
	SUBTOTAL	40,660 05
	LESS AMOUNT SUBMITTED WITH ORDER (-)	
	PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)	
	TOTAL AMOUNT DUE ON DELIVERY	

TRADE-IN DATA			
YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

Dealer's Disclaimer of Warranty
 Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.
Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted B Kon

Imine Znuich 3/21/24



03 E 013 760 160 548 012

1104 Division St.
Waite Park, MN 56387
320-252-2323

Stock #: 5494X Date: 2-12-24 Salesperson: Brian
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Portia Johnson Dr. City: Duluth State: MN County: ST. LOUIS Zip: 55811
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____
 Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New Used Demo Lienholder NONE Address _____

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
14	Chev	Express	AWD 8pass	Auto	white	cloth
VIN #	LIC. #		TAB EXP. DATE	STATE	MILEAGE	DELIVERED ON OR ABOUT
1GN5HCF48E1101986					46781	

Buyer Email:	CASH PRICE OF VEHICLE	38,889 00
Co-Buyer Email:	FREIGHT	
	DEALER INSTALLED OPTIONS	
RECEIVED		
MAR 21 2024		
ACCTS PAYABLE		

TRADE-IN DATA		2024-2026 Trac exempt Plates		TOTAL	38889 00
YEAR	MAKE	MODEL	BODY STYLE	REGISTRATION TAX	15 00
VIN #				PLATE FEE	10 00
LIEN HOLDER'S NAME				PUBLIC SAFETY VEHICLE FEE	3 50
ADDRESS				TRANSFER TAX	1000
LICENSE PLATE #	LICENSE STATE	EXP. DATE		TITLE/TRANSFER FEE	8 25
MILEAGE NOW	TRANSMISSION			STATE/DEPUTY FILING FEE	2000
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			LIEN RECORDING FEE	
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			WHEELAGE TAX	
<p>Dealer's Disclaimer of Warranty Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. Important: A manufacturer warranty may apply.</p>			TRANSIT TAX		
			Tech Fee X2	4 50	
			VS Surchage	1 00	
			TOTAL LICENSE & FEES		72 25
					SUBTOTAL 41,729 87
					LESS AMOUNT SUBMITTED WITH ORDER (-)
					PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)
					TOTAL AMOUNT DUE ON DELIVERY

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted Brian

Ermine Zurch 3/21/24



03 E 013 760 160 548 012

1104 Division St.
Waite Park, MN 56387
320-252-2323

Stock #: 5677X Date: 2-12-24 Salesperson: Brimm
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Portia Johnson Dr. City: Duluth State: MN County: St. Louis Zip: 55811
 Home Phone: 218-220-0306 Bus Phone: Foramy Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____

Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New Used Demo Lienholder -NONE- Address _____

YEAR <u>14</u>	MAKE <u>Chev</u>	MODEL <u>Express</u>	BODY <u>AWB Spass</u>	TRANSMISSION <u>Auto</u>	COLOR <u>White</u>	INTERIOR <u>cloth</u>
VIN # <u>1GN5HCF40E1191313</u>	LIC. # _____	TAB EXP. DATE _____	STATE _____	MILEAGE <u>58786</u>	DELIVERED ON OR ABOUT _____	

Buyer Email: _____	CASH PRICE OF VEHICLE	37888 00
Co-Buyer Email: _____	FREIGHT	
	DEALER INSTALLED OPTIONS	
RECEIVED		
MAR 21 2024		
ACCTS PAYABLE		
	<u>2024 - 2026 tax exempt plates</u>	TOTAL <u>37888 00</u>
	REGISTRATION TAX <u>15 00</u>	LESS TRADE-IN ALLOWANCE (-)
	PLATE FEE <u>10 00</u>	TRADE DIFFERENCE <u>37888 00</u>
	PUBLIC SAFETY VEHICLE FEE <u>3 50</u>	
	TRANSFER TAX <u>10 00</u>	MOTOR VEHICLE SALES TAX <u>2604 80</u>
	TITLE/TRANSFER FEE <u>8 25</u>	
	STATE/DEPUTY FILING FEE <u>20 00</u>	SERVICE CONTRACT _____
	LIEN RECORDING FEE _____	MAINTENANCE CONTRACT _____
	WHEELAGE TAX _____	OTHER STATE & LOCAL SALES TAXES _____
	TRANSIT TAX _____	
	<u>tech Fee x 2</u> <u>4 50</u>	DOCUMENT ADMINISTRATION FEE <u>95 00</u>
	<u>V/S Surcharge</u> <u>1 00</u>	OPTIONAL ELECTRONIC TRANSFER FEE _____
	TOTAL LICENSE & FEES _____	<u>72 25</u>
		SUBTOTAL <u>40660 05</u>
		LESS AMOUNT SUBMITTED WITH ORDER (-)
		PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)
		TOTAL AMOUNT DUE ON DELIVERY

TRADE-IN DATA

YEAR _____	MAKE _____	MODEL _____	BODY STYLE _____
VIN # _____	LIEN HOLDER'S NAME _____		
ADDRESS _____			
LICENSE PLATE # _____	LICENSE STATE _____	EXP. DATE _____	
MILEAGE NOW _____	TRANSMISSION _____		

DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES NO
 IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES NO

Dealer's Disclaimer of Warranty
 Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.
Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Accepted Bkimm

Simone Zurch 3/21/24
Buyer's Signature on Application Terms of Contract



1104 Division St.
Waite Park, MN 56387
320-252-2323

03 E 013 760 160 548 012

Stock #: 5690X Date: 2-12-24 Salesperson: Brian
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Portia Johnson Dr. City: Duluth State: MN County: St. Louis Zip: 55811
 Home Phone: 218-220-0306 Bus Phone: Feremy Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____
 Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New Used Demo Lienholder -NONE- Address _____

YEAR <u>14</u>	MAKE <u>Chev</u>	MODEL <u>Express</u>	BODY <u>AWD Spass</u>	TRANSMISSION <u>Auto</u>	COLOR <u>RED</u>	INTERIOR
VIN # <u>1GN8HC F42E 1194598</u>	LIC. # _____	TAB EXP. DATE _____	STATE _____	MPLEAGE <u>53604</u>	DELIVERED ON OR ABOUT	

Buyer Email:	CASH PRICE OF VEHICLE	37999 00
Co-Buyer Email:	FREIGHT	
	DEALER INSTALLED OPTIONS	
RECEIVED		
MAR 21 2024		
ACCTS PAYABLE		

TRADE-IN DATA			2024-2026 Tax Exempt Plates		TOTAL	37999 00
YEAR	MAKE	MODEL	BODY STYLE	REGISTRATION TAX	15 00	LESS TRADE-IN ALLOWANCE (-)
VIN #				PLATE FEE	10 00	TRADE DIFFERENCE
LIEN HOLDER'S NAME				PUBLIC SAFETY VEHICLE FEE	3 50	37999 00
ADDRESS				TRANSFER TAX	10 00	MOTOR VEHICLE SALES TAX
LICENSE PLATE #	LICENSE STATE	EXP. DATE		TITLE/TRANSFER FEE	8 25	2612 43
MILEAGE NOW	TRANSMISSION			STATE/DEPUTY FILING FEE	20 00	SERVICE CONTRACT
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES <input type="checkbox"/> NO <input type="checkbox"/>				LIEN RECORDING FEE	—	MAINTENANCE CONTRACT
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES <input type="checkbox"/> NO <input type="checkbox"/>				WHEELAGE TAX	—	OTHER STATE & LOCAL SALES TAXES
Dealer's Disclaimer of Warranty Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. Important: A manufacturer warranty may apply.				TRANSIT TAX	—	
				Tech Texa	4 50	DOCUMENT ADMINISTRATION FEE
				VS Sordange	1 00	OPTIONAL ELECTRONIC TRANSFER FEE
				TOTAL LICENSE & FEES	72 25	95 00
						SUBTOTAL
						40,778 68
						LESS AMOUNT SUBMITTED WITH ORDER (-)
						PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)
						TOTAL AMOUNT DUE ON DELIVERY

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted Brian

Imine Zurich 3/21/24



1104 Division St.
Waite Park, MN 56387
320-252-2323

03 E 013 760 160 548 012

Stock #: 5510 X Date: 2-12-24 Salesperson: Brinn
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Pertia Johnson Dr City: Duluth State: MN County: St. Louis Zip: 55811
 Home Phone: 218-220-6306 Bus Phone: Jenny Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____
 Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New Used Demo Lienholder - NONE - Address _____

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
<u>13</u>	<u>Chev</u>	<u>Express</u>	<u>AWD 8pass</u>	<u>Auto</u>	<u>white</u>	<u>cloth</u>
VIN # <u>1GN5HC47D1168609</u>		LIC. # _____		TAB EXP. DATE _____	STATE _____	MILEAGE <u>52763</u>
Buyer Email:				CASH PRICE OF VEHICLE		<u>37,388 00</u>
Co-Buyer Email:				FREIGHT		
				DEALER INSTALLED OPTIONS		
ACCTS PAYABLE				<u>2024-2026 tax exempt plates</u>		TOTAL <u>37388 00</u>
				REGISTRATION TAX	<u>15 00</u>	LESS TRADE-IN ALLOWANCE (-)
				PLATE FEE	<u>10 00</u>	TRADE DIFFERENCE <u>37388 00</u>
				PUBLIC SAFETY VEHICLE FEE	<u>3 50</u>	
				TRANSFER TAX	<u>10 00</u>	MOTOR VEHICLE SALES TAX <u>2570 43</u>
				TITLE/TRANSFER FEE	<u>8 25</u>	
				STATE/DEPUTY FILING FEE	<u>20 00</u>	SERVICE CONTRACT _____
				LIEN RECORDING FEE	_____	MAINTENANCE CONTRACT _____
				WHEELAGE TAX	_____	OTHER STATE & LOCAL SALES TAXES _____
				TRANSIT TAX	_____	
				<u>Tech Fee x 2</u>	<u>4 50</u>	DOCUMENT ADMINISTRATION FEE <u>95 00</u>
				<u>VS Surcharge</u>	<u>1 00</u>	OPTIONAL ELECTRONIC TRANSFER FEE _____
				TOTAL LICENSE & FEES	_____	<u>72 25</u>
						SUBTOTAL <u>40,125 68</u>
						LESS AMOUNT SUBMITTED WITH ORDER (-)
						PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)
				TOTAL AMOUNT DUE ON DELIVERY		

RECEIVED
MAR 21 2024

TRADE-IN DATA

YEAR	MAKE	MODEL	BODY STYLE
_____	_____	_____	_____
VIN # _____			
LIEN HOLDERS NAME _____			
ADDRESS _____			
LICENSE PLATE # _____	LICENSE STATE _____	EXP. DATE _____	
MILEAGE NOW _____	TRANSMISSION _____		
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

Dealer's Disclaimer of Warranty

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.
 Important: A manufacturer's warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted Bkinn

Simone Zurch 3/21/24

Service Agreement

- I. This agreement is between Terch and Associates Consulting LLC, hereinafter referred to as "Consultant" and **ISD #709, Duluth Public Schools** hereinafter referred to as "Client".
- II. Consultant agrees to provide, and the Client agrees to accept, human resources consulting services. In particular, the Client retains Terch and Associates LLC to **conduct investigations related to workplace misconduct and/or violations of the Client's policy and any other applicable policy or violation of law or regulation.**
- III. Client understands that Consultant does not provide legal or tax advice and they are encouraged to retain professional expertise in those areas as they see appropriate. The Client shall not interpret the Consultant's communications as constituting legal or tax advice.
- IV. The relationship between Client and Consultant shall be that of contract and not employment. Client and Consultant do not have an employment relationship. The Consultant shall maintain adequate general commercial and professional practices liability insurance.
- V. Consultant agrees to provide the agreed upon services in a manner consistent with reasonable care and in conformity with the generally accepted industry practices and standards of the field of human resources.
- VI. Client agrees that Consultant's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at Consultant's sole discretion, to correct the nonconformity or to refund the service fees paid for the affected consulting services.
- VII. Consultant agrees to keep confidential information that is identified by Client as proprietary or confidential. Unless otherwise agreed, the simple existence of the consulting relationship between Consultant and Client is not considered proprietary or confidential.
- VIII. Client agrees to pay Consultant a fee equal to **\$195 per hour** for all time spent working on the client's behalf plus any expenses associated with the project. "Time spent working" includes all time engaged on the project, including travel time and wait time. "Expenses" includes mileage, hotel and per diem costs when necessary. All expenses will be billed at their originally incurred value and are payable with fifteen (15) days of the Client receiving the invoice.
 - a. Payments made beyond the 15 days will incur a late penalty of 5%. Payments made after 30 days of being past due will incur an additional late fee of 3% per day, compounded monthly.

- IX. Disputes about this agreement or services rendered under this agreement shall be governed by the laws of the State of Minnesota.
- X. This agreement represents the entirety of the agreement between the parties and replaces any and all prior arrangements and agreements as it relates to similar services.
- XI. The Client agrees to defend, indemnify and save Consultant harmless from and against any and all liabilities, including judgments, costs and reasonable counsel fees, even if caused by the fault or negligence of the Consultant, and for anything done or omitted by the Client, in part or in whole, as a result of or in connection with any services provided by Consultant to the Client, except liabilities that occur solely as a result of Consultant's gross negligence or willful misconduct.
- XII. To the fullest extent permitted by law, the Client hereby waives its rights and its insurers' rights of recovery against Consultant under all Required Insurance for any loss arising from this Agreement. The Client shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- XIII. If any portion of this agreement is deemed null or void, all remaining provisions retain their full force and effect.
- XIV. The party signing on behalf of Client presents and agrees that s/he is authorized to act on behalf of the Client when entering into this agreement.

Simone Zmich 3-29-24
 Authorized Representative Date
 ISD #709
 Duluth Public Schools

 Justin L. Terch Date
 Terch and Associates LLC

Carla

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Clara Hamilton 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: Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 and shall remain in effect until May 31, 2024 , 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.**

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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: Duluth Preschool , 709 Portia Johnson Drive, Room 209, 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 Clara Hamilton PO Box 83 Wrenshall, MN 55797.

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.

X
A. Ferlin
 Contractor Signature _____ SSN/Tax ID Number _____ Date 3/11/24
[Signature]
 Program Director _____ Date 3.14.24

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	285	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

[Signature]
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 3-18-24

UNIVERSITY OF MINNESOTA

ELEVENTH AMENDMENT TO
USE AND SERVICES AGREEMENT

THIS ELEVENTH AMENDMENT TO USE AND SERVICES AGREEMENT (the "**Amendment**") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**").

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, a Sixth Amendment dated March 19, 2020, a Seventh Amendment dated August 31, 2020, an Eighth Amendment dated March 18, 2021, a Ninth Amendment dated April 25, 2022, and a Tenth Amendment dated March 10, 2023 (the "**Agreement**"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "**Clinic**") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2024 and ending June 30, 2025, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.
4. The License Fee for the annual renewal beginning July 1, 2024 will be \$349.94 per month and the Calibration Fee will be \$354.44 per month. The Fee for Secretarial Services will be \$692.40 per month. All other fees remain unchanged. Notwithstanding the foregoing, University agrees not to charge any fees (i.e., the License Fee, Calibration Fee, the Fee for Secretarial Services, per-client charge, or photocopying fee) for the months of July and August if Licensee and Licensee's clients do not access or otherwise use the Clinic or such services at all during such months. For avoidance of doubt, all such fees shall continue to be charged to Licensee for all other months regardless of access or use.

5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.
6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University's Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic's visitor policy.
7. Licensee shall ensure that Licensee's employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, including without limitation those related to self-monitoring and social distancing. Such guidelines include, for example, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.
8. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An "**Uncontrollable Event**" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.
9. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.
10. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By:

Rebecca Paulson

By:

Simone Zunich

Name: Rebecca Paulson
Title: Director of Leasing & Property Management
Date:

March 13, 2024

Name: Simone Zunich
Title: Executive Director/Finance Manager
Date:

3/12/2024

Budget: 01E 005 400 000 370 000

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of March , 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, 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 3/13/2024 and shall remain in effect until receipt of items , 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.

- 30 Ojibwe Lacrosse sticks - \$175/stick
- 4 Ojibwe Lacrosse ball - \$75/ball
- Ojibwe Lacrosse Goalposts - \$325/post

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 \$ 6200 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: Brett Mensing , 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) 11609 Perch Lake Drive, Duluth, MN 55808.

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.

[Signature] _____ 3/18/24
 Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 3-19-2024
 Program Director 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).

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

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

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

[Signature] _____ 3-19-24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Paul Davis	paul.davis@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p>Deposit: You have made a reservation to stay for April 3, 2024 - April 5, 2024 with 120 participants. To hold your reservation we require a deposit of \$1,800.00. This contract is valid for 30 days after receipt.</p> <p>Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p>	

By signing below, I agree to the terms listed above:

Printed Name: Simone Zurich	Title: Exec. Dir. Business Services	
Signed Name: Simone Zurich	Date: 3-20-24	
Billing Contact: Accounts Payable	Billing Address: Duluth Public Schools Accounts Payable 709 Portia Johnson Drive Duluth, MN 55811	
Billing email address: apvendor@isd709.org		
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address	
Credit Card #	Exp Date:	CVV:
If unable to pay at this time, when can we expect your deposit?	December 2023	

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: May 4, 2023



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Don Lepper	donald.lepper@isd709.org
Stowe Elementary 715 101st Avenue West, Duluth MN 55808	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
Deposit: You have made a reservation to stay for September 25, 2024 - September 27, 2024 with 50 participants. To hold your reservation we require a deposit of \$750.00. This contract is valid for 30 days after receipt.	
Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

By signing below, I agree to the terms listed above:

Printed Name: <i>Ginone Zurich</i>	Title: <i>Exec. Dir. Business Services</i>	
Signed Name: <i>Ginone Zurich</i>	Date: <i>3/22/24</i>	
Billing Contact: <i>Accounts Payable</i>	Billing Address: <i>709 Portia Johnson Drive Duluth MN 55811</i>	
Billing email address: <i>ap.vendor@isd709.org</i>		
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address	
Credit Card #	Exp Date:	CVV:
If unable to pay at this time, when can we expect your deposit?		

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: March 20, 2024