



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 101 East 3rd Street*

*Mailing Address: 215 North 1st Avenue East  
Duluth, Minnesota 55802*

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To: Bill Hanson  
School Board Members**

**From: Kerry M. Leider**

**Date: December 29, 2011**

**Re: Cleaning and/or Restoration Services Related to the Glycol Leak at Denfeld High School – ServiceMaster Superior-Duluth-Cloquet**

Enclosed please find three (3) copies of the Agreement between Independent School District #709 and ServiceMaster Superior-Duluth-Cloquet pertaining to the cleaning and/or restoration services required to restore building damage caused by the glycol leak at Denfeld High School. The estimated cost for this service is \$6,916.01.

I am recommending approval of the Agreement with ServiceMaster Superior-Duluth-Cloquet to perform the cleaning and/or restoration services related to the glycol leak at Denfeld High School. If you concur, please sign and return both copies to the Facilities Management office for processing.

If you have any questions, please call me at extension 3234.

Attachments

## INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this **29th day of December, 2011**, between Independent School District No. 709, a public corporation, in the State of Minnesota, party of the first part, hereinafter called "ISD 709," and **ServiceMaster Superior-Duluth-Cloquet** party of the second part, hereinafter called "Contractor",

WITNESSETH, that the said Contractor, in consideration of the covenants and agreements herein mutually entered into, does for itself and for its successors, assigns, executors and administrators covenant, promise and agree to and with ISD 709 that Contractor shall and will at its own proper cost and expense and according to the best of its art and ability, do and perform all the work and furnish all equipment and materials (except only where otherwise especially provided herein to the contrary) which may be required in performing and completing the specified work or services: **To perform emergency cleaning and /or restoration services required to restore building damage caused by a release of glycol heating fluid at the Duluth Denfeld High School. This release of fluid resulted from a failed plumbing joint in the heating system installed by Shannons' Inc.. The leaked fluid subsequently caused damage to the Denfeld High School Building and some of its contents. This Agreement is for work to investigate, test, and**

**perform emergency cleaning, drying, repair, and resurfacing, and refinishing, and /or replacement of building materials and contents related to the leak and only when such work or service is covered by Shannon's Insurance.**

**Shannon's Insurance Company, CNA Policy #: 4027100614; Claim #: E2830910. CNA has retained the services on John Hargesheimer with Moe&Nevin Insurance Adjusters.**

The work to be performed by ServiceMaster Superior-Duluth-Cloquet pursuant to this Agreement may include work requested by ISD 709 and that authorized by CNA Insurance or their property adjuster representative Moe & Nevin. **Total contract award amount is estimated at \$6,916.01 (Estimate dated 12/27/11 attached) but will be based on the actual labor time and material provided by the Contractor.** As stated above, and together with all other words connected therewith or necessary thereto, and in accordance with the plans and directions by ISD 709 and CNA Insurance and made from time to time as the work proceeds, said written directions to form a part of this contract.

**AUDIT:**

Subject to 1998 Minnesota Laws ch 386, art. 1, § 6: the books, records, documents, accounting procedures and practices of the Contractor relevant to the project are subject to examination by ISD 709 or its designated representative and

the State Auditor or Legislative Auditor as deemed appropriate for three (3) years after the final payments are made and all other pending matters are closed.

**CONSIDERATION:**

ISD 709, in consideration of the due and faithful performance of the covenants and agreements referred to herein and as directed by ISD 709 and or by Moe&Nevin Insurance Adjusters, ISD 709 promises and agrees to pay the Contractor only the amount of the Contractor's invoice that is fully covered and paid by CNA Insurance Policy #: 4027100614, Claim #: **E2830910**.

To the extent permitted by Shannon's inc. and CNA Insurance, ISD 709 hereby authorizes CNA Insurance to make direct payment to ServiceMaster for their work provided ISD 709 receives a copy of invoices and copy of check used for payment.

**CONTRACT DOCUMENTS:**

It is understood and agreed that this contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet.
2. Contractor's Estimate Estimate # 12/27/11 DENFELDSCHOOL
3. Contractor's Insurance Policy.
4. Supplementary Conditions and Insurance Requirements.
5. Asbestos Containing Materials Contractor/Short Term Worker Acknowledgement Form.

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the Director of Business Services, and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: W.C. Hanson

W.C. Hanson, Director of Business Services

Date: 12/29/11

CONTRACTOR – ServiceMaster of Duluth-Superior-Cloquet

By: James Webb

Title: Owner

Date: 12/29/11