

INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this **12th day of January 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 **Benson Electric Company**, party of the second part, hereinafter called "Contractor".

WITNESSETH, that the said Contractor, in consideration of the covenants and agreements herein mutually entered into and under the conditions and penalties provided in the specifications hereto annexed, which specifications form an integral part of this contract 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 materials (except only where otherwise especially provided herein to the contrary) which may be required in building and completing the specified work: **To perform all work as specified in Quote #4057, District-Wide High Voltage & Low Voltage Electrical Labor for the period of February 1, 2011 through June 30, 2012, with the option to extend one (1) additional year. This daily rate contract award amount is approximately \$23,680.00, based on 40 estimated days for one (1) Journeyman at a daily rate of \$592.00. Total contract award amount to be determined**

through execution of this contract based upon journeyman and/or other rates as defined in the contractor's quote proposal. As stated above, and together with all other words connected therewith or necessary thereto, in accordance with the specifications herein contained and in accordance with the plans and directions made and to be made from time to time as the work proceeds, said plans and directions to form a part of this contract.

AUDIT:

All books, records, documents, and accounting procedures and practices of the vendor, that are relevant to the contract, are subject to examination by the state auditor. (1998 Minnesota Laws chp. 386, art. 1, & 6).

CONSIDERATION:

ISD 709, in consideration of the due and faithful performance of the covenants and agreements referred to herein and in the specifications promises and agrees that the contract price submitted to ISD 709 in Contractor's bid shall be paid to said Contractor, in full for all claims and demands, and in the manner herein provided and subject to all specified and legal conditions, forfeitures and deductions.

CONTRACT DOCUMENTS:

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

1. Printed Memoranda of Agreement and Title Sheet

2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation.
3. Contractors 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 Chair of the Board of Education, and attested by the Clerk of the Board of Education, and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Bill Hanson

Bill Hanson, Director of Business Services

Date: 1/24/11

CONTRACTOR

By: Nathan J. Sapik Nathan J. Sapik

Title: Project Manager

Date: 1/20/2011