

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, 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 as appropriate)*

- Dates of Service.** This Agreement shall be deemed to be effective as of April 18, 2016, and shall remain in effect until May 10, 2016, 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.
- Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
- 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 \$ 2,400. 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.*
- Requests for Reimbursement.** Contractor shall request reimbursement on a final day of the residency - May 10, 2016 (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
- 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.
- 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.
- Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **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 care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 315 N. Lake Ave #406, Duluth, MN 55806.
(Mailing address, including zip code)

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Insurance.** (If applicable)

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Jonathan Thunder
Name

Clerk

Artist in Residency
Title Date

Program Director

[REDACTED]
Taxpayer Identification Number

Director of Budget and Finance

Jon Thunder
Signature Date

2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)

Jonathan Thunder's contract is paid from the "Perpich Grant" - Regional Center Grant for Northeast Minnesota from Perpich Center for Arts Education. Teri Akervik is the coordinator/supervisor for this grant in NE MN and may be contacted at 218-336-8700, ext. 1035.

\$2,400 - vendor contract stipend which includes the residency fee, mileage and meals.

Dates of service: April 18, April 19, April 26 May 3 and May 10. All dates are 10:00-3:15 except for the 10th which is 10:00 - 6:30 (for teacher workshop).

Project description: Mr. Thunder will serve as an Artist In Residence teaching high school digital art students how to create animation using After Effects software at South Ridge School. He will also work with the Art Specialist at South Ridge to help develop curriculum for the software program. Mr. thunder will provide a professional develop workshop for Art teachers in surrounding schools on May 10th.

AGREEMENT

THIS AGREEMENT, made and entered into this 11_ day of _April___, 2016_ , by and between Independent School District #709, a public corporation, hereinafter called District, and _____Justin Reid, Psychologist_____, 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 as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _____April 12, 2016_____, and shall remain in effect until ___April 20, 2016___, 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.** Plan, prepare and present a two hour workshop to NE MN Regional Art teachers on April 20, 2016 at Piedmont Elementary in Duluth, MN from 4:30-6:30pm. Share professional guidance with practices and interventions for students who may be struggling in the art studio classroom.
3. **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** ___\$ 225.00 outlined as \$150 for leading workshop session + \$68.00 for mileage (estimate)_____. 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.***
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a ___April 20, 2016___ (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
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. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **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 care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to

(Mailing address, including zip code)

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Insurance.** (If applicable)

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Justin Reid Justin Reid
Name/Signature

Clerk

Psychologist 4/13/16
Title Date

Meevick 4/18/16
Program Director / Perpich Grant

~~XXXXXXXXXX~~
Taxpayer Identification Number (SS#)

WCHanson 4/22/16
Director of Budget and Finance

_jreid@northlandsped.org

M. Flary 4/21/16

NE MN Perpich Grant - Attn: Teri Akervik & Brenda Deterling

From: Justin Reid

8389 Marigold Street , Apt. 4

Virginia, MN 55792

RE: Invoice for Northeast Art Teacher Workshop

Date: April 20, 2016, 4:30-6:30, At Piedmont Elementary School , Art Room 106

Teacher Stipend for 1 Presenter @ \$150 each \$150.00

Stipend for mileage at .54/mile @ 125 miles \$ 67.50

Workshop Total/ Balance Due \$217.50

Please make payment to: Justin Reid

8389 Marigold St., Apt. 4

Virginia, MN 55792

April 20, 2016 4:30-6:30

NE MN Perpich Grant Art Workshop- Piedmont Elementary School, Art Room 106

2827 Chambersburg Ave.

Duluth MN 55811

Mr. Reid will share professional guidance with practices and interventions for students who may be struggling in the art studio classroom. Art classrooms are an active, hands-on learning environment, where behaviors can sometimes interfere with learning. The inclusion of students with special needs in a regular education setting such as Art, poses challenges for the students and teachers. Teachers will have an opportunity to learn how to best help all students be more successful in Art classes within our standard based curriculum.



DULUTH PUBLIC SCHOOLS

*Preparing all students for successful lives in the twenty-first century . . .
success in the workplace, success in the home, and success in the community*

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of June 2016, by and between Independent School District #709, a public corporation, hereinafter called District, Doug Johnson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective on: June 20, 2015 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.** Prepare and deliver one keynote presentation and one break out session on June 20, 2016 at the Duluth School Summer Tech Camp regarding issues associated with technology in the schools.
3. **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 one thousand five hundred dollars (\$1500.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
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 dis-allowance 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 care of: the Innovation Department, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail in care of: Doug Johnson

Address: 1605 Cliff Rd E #125, Burnsville MN 55337

email: doug0077@gmail.com Phone: 507-420-8839

10. **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.

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.** 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.

15. **Data Practises.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practises 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:

17. **Workers’ Compensation Insurance:** Contractor must provide Worker’s 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.

18. **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.

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.

Douglas Johnson



Doug Johnson, Contractor

SSN / Tax Identification Number

4-16-16

Date

Tammi Wilkins

Tammi Wilkins, Innovation Department Coordinator

4/18/16

Date

Michelle Flannery *W. K. Hanson*

Director of Curriculum / Director of Business Services

4/21/16

Date

Superintendent of Schools / School Board Chair

Date



**CHILEDA INSTITUTE, INC.
AGREEMENT**

SECTION I

CHILEDA INSTITUTE, INC. located at 1825 Victory Street, La Crosse, Wisconsin, 54601, hereinafter referred to as CHILEDA, agrees to provide



hereinafter referred to as STUDENT, pursuant to the terms and conditions set forth herein, a program of special education and related services, in accordance with the Individualized Education Program (IEP) adopted for STUDENT, during the period beginning

April 4, 2016 and ending June 30, 2016.

And

Duluth School District

(Name of Agency)

Duluth
(City)

215 N. First Ave. E.

(Street Address)

MN
(State)

55802
(Zip Code)

hereinafter referred to as AGENCY, agrees to pay an amount as determined and specified in Section IV herein, any person or entity having legal responsibility of STUDENT is hereinafter referred to as PARENT or GUARDIAN.

SECTION II

AGENCY agrees:

- A. To pay CHILEDA the sum determined in accord with the provisions of Section IV until such time as AGENCY has removed the STUDENT from the premises of CHILEDA. All payments due and owing shall be made to CHILEDA by AGENCY within 30 days of the receipt of a printed bill for services rendered.
- B. To provide all pertinent case study information requested by CHILEDA written consent for such release can be obtained from the PARENTS, GUARDIAN or those who have legal responsibility or control of STUDENT, including a written summary of STUDENTS individual needs.
- C. To develop and submit to CHILEDA prior to placement of the STUDENT an IEP which shall be a written description of the specific educational plan, program, annual goals, short-term objectives, and evaluation procedures as well as special educational and related services to meet the needs of STUDENT to the satisfaction of district in accordance with the case study performed by the district.
- D. To conduct, in cooperation with the staff of CHILEDA, a review of STUDENTS educational needs, including justification for continued placement when necessary, with written documentation of such review available to facility.

- E. To perform testing and evaluation of STUDENT, if such testing and evaluation is deemed necessary by AGENCY.
- F. To provide transportation to and from CHILEDA for STUDENT.

SECTION III

CHILEDA further agrees:

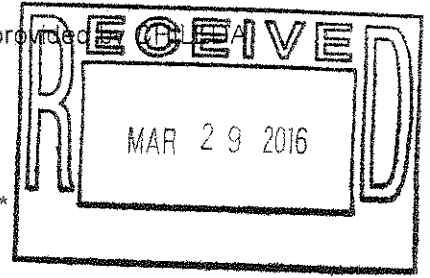
- A. To provide to the AGENCY the following:
 - 1. Monthly reports of STUDENTS attendance.
 - 2. Reports on all testing and evaluation of STUDENT which is done by CHILEDA.
 - 3. A written report to the AGENCY and PARENTS or GUARDIANS of STUDENT concerning the current status and progress of STUDENT. This report shall be signed by the PARENT or GUARDIAN and retained by CHILEDA with a copy submitted after the annual staffing for the STUDENT.
 - 4. Information and progress statements necessary for the review conducted by AGENCY for determination of the future placement of STUDENT.
 - 5. Other reports that AGENCY may reasonably require from CHILEDA from time to time, and
 - 6. Notification of any change in program.
- B. To assist the AGENCY and the PARENTS or the GUARDIAN of STUDENT in the review of STUDENT'S educational needs.
- C. To permit AGENCY and its representatives to visit and inspect the facilities maintained by CHILEDA and to permit evaluation of the programs and services provided by CHILEDA.
- D. To notify the AGENCY of any change in approval status with respect to those governmental agencies governing CHILEDA.
- E. To secure and maintain during the term of this Agreement such comprehensive public liability insurance necessary to insure against any loss or liability for personal injury to STUDENT which may arise from operations and activities conducted pursuant to this Agreement whether such operations or activities are conducted by CHILEDA or by anyone directly or indirectly employed by CHILEDA.
- F. To conduct an annual audit in order to verify actual expenditures for the special education and related services for STUDENT.
- G. To assure that no person shall be denied participation in or benefits of any program or activity or otherwise be subjected to discrimination on the basis of race, color, national origin, or sex under any program or activity conducted by CHILEDA or in the employment practices of facility.
- H. To assure that no PARENTS are charged for any special education or related service for any STUDENTS placed by AGENCY.
- I. To provide the school calendar upon request.
- J. To comply with the Interstate Compact provisions as applicable.

SECTION IV

The amount that AGENCY shall pay to CHILEDA for the services being provided shall be:

TUITION: \$169.82 per day

** This rate is subject to increase January 1 of each year.**



SECTION V

Failure to comply with the terms and conditions set forth herein shall be grounds for termination of this Agreement. Chileda may terminate this Agreement upon written notification, including a statement of reasons for termination, to be provided at least 30 calendar days prior to actual termination, except when the health and safety of this STUDENT or other STUDENTS are endangered. AGENCY may terminate this Agreement by providing at least 30 calendar days' notice prior to the actual termination in the event of breach of this Agreement by CHILEDA.

SECTION VI

All amounts not paid when due shall bear interest at eighteen percent per annum from the date of the bill until paid in full.

In the event that it is necessary for CHILEDA to obtain the assistance of any attorney in collecting any amount due pursuant to this Agreement, AGENCY hereby agrees to pay all reasonable costs of collection of any amounts which are past due including all reasonable attorney's fees and court costs.

We the undersigned agree to the terms and conditions of this Agreement and do affirm that all required information and attachments required of AGENCY and CHILEDA will be appended to this document and retained in the files of AGENCY and CHILEDA.

Dated: 4/18/14

By: *W. K. Hanson*

(Signature of Agency's Administrator)

Dated: 3/29/16

By: *Ann TM McDonald*

Ann TM McDonald, CPA
Chief Financial Officer
(Signature of CHILEDA INSTITUTE INC.)

MANY RIVERS MONTESSORI
Guidelines for
TRANSPORTATION REIMBURSEMENT
2015-2016

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days } \times \underline{\hspace{2cm}} \text{ miles } \times \text{ 30 Cents per mile } = \text{ reimbursement.}$$

(One round trip from home to school)

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2015 - 2016 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2016.

MANY RIVERS MONTESSORI

BY 

Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY 

Director of Business Services

Many Rivers Montessori

2015-2016

| NAME | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-15 | AMT | Reimburse to date | Max daily miles |
|-----------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|-----------|--------|----------------------|--------------------|
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | REMAINING | | | |
| Aebly, Beth & Brian | | | | | | | | | | 310.00 | 0.00 | 7 |
| Anderson, Ross & Carin Skoog | | | | | | | | | | 310.00 | 0.00 | 8 |
| Arvold, Nils & Lisa | | | | | | | | | | 310.00 | 0.00 | 9 |
| Barthel, David & Rita Rosenberger | | | | | | 15.00 | | | | 295.00 | 15.00 | 5 |
| Bartz, Kelly & Courtney | | | | | | | | | | 310.00 | 0.00 | 5 |
| Baumgarten-Leveille, Alan & Sarah | | | | | | | | | | 310.00 | 0.00 | 7 |
| Ciardelli, Brenda & Tony | | | | | | | | | | 310.00 | 0.00 | 8 |
| Dahl, John & Deb Landon | | | | | | | | | | 310.00 | 0.00 | 3 |
| Dastoor, Steven & Nicole | | | | | | | | | | 310.00 | 0.00 | 5 |
| Ehlers, Joe & Sarah Nelson | | | | | | 13.50 | | | | 296.50 | 13.50 | 3 |
| Engbrecht, Jeff & Kelly | | | | | | | | | | 310.00 | 0.00 | 7 |
| Holmstrom, Rebecca & Eric | | | | | | | | | | 310.00 | 0.00 | 8 |
| Keto, Jenny & Drew | | | | | | | | | | 310.00 | 0.00 | 10 |
| Kliwer, John & Lauralyn | | | | | | | | | | 310.00 | 0.00 | 6 |
| Koski, John & Angel | | | | | | | | | | 310.00 | 0.00 | 11 |
| Lanik Parr, Emily & Charlie Parr | | | | | | 36.00 | | | | 274.00 | 36.00 | 8 |
| Long, Steve & Catherine | | | | | | 25.20 | | | | 284.80 | 25.20 | 6 |
| Mears, Brennan & Amy Kexum | | | | | | | | | | 310.00 | 0.00 | 5 |
| Merten, Gustavo & Elena Metcalf | | | | | | | | | | 310.00 | 0.00 | 32 |
| Perry, Ethan & Meredith Cornett | | | | | | | | | | 310.00 | 0.00 | 2 |
| Rajkowski, Melissa & Scott Nelson | | | | | | 22.50 | | | | 287.50 | 22.50 | 5 |
| Ritzko, Randal & Leah | | | | | | | | | | 0.00 | 0.00 | 0 |
| Salmela, Kara & Cory | | | | | | | | | | 310.00 | 0.00 | 6 |
| Sparrow, Andrew & Amy Varsek | | | | | | | | | | 310.00 | 0.00 | 2 |
| Wahl, Mathew & Cynthia | | | | | | 18.00 | | | | 292.00 | 18.00 | 4 |
| Van Tassel, kristi & Ben | | | | | | | | | | 310.00 | 0.00 | 8 |
| Varland, Dana & Scott | | | | | | 27.00 | | | | 283.00 | 27.00 | 6 |

OUT OF DISTRICT

310.00

| | | | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|------|------|------|------|------|------|------|------|------|------|------|------|------|

157.20

27.00

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: April 6, 2016

Re: Bird Netting at Public Schools Stadium

Attached please find two copies of the Agreement between Independent School District #709 and H. Christiansen Company to provide labor and materials for the bird netting at Public Schools Stadium near Denfeld High School. The total cost of this work is estimated to be \$5,050.00

I am recommending approval of the contract with H. Christiansen Company to provide the bird netting at PSS. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of March, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and H. Christiansen Company, 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 22, 2016, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide labor and materials for the bird netting at Denfeld High School Public Schools Stadium per H. Christiansen Company Quote #269.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy; and
 4. Any other documents identified by ISD 709
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,050.00. Contractors are 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 the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 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.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: H. Christiansen Company, 4976 Arnold Road, Duluth, MN 55803.

12. **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 ISD 709.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **Insurance.** 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:

20. **Workers' Compensation Insurance:** Contractor must provide Worker's 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.

21. **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.

ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|-------------------------------|
| William Hanson | Director of Business Services |

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

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|---------------------------|
| Kerry M. Leider | Property and Risk Manager |

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

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

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

24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

WCHanson

CFO/Executive Director of Business Services

H. CHRISTIANSEN COMPANY

Joyce Schuchman

By

VICE PRESIDENT

Title

Taxpayer Identification Number

H. CHRISTIANSEN CO.



Making Nets Since 1896

1875 Grandview Rd., Duluth, MN 55803 | hchristiansen.com | 1-800-421-147

Quote

| | |
|---------|-----------|
| Date | 3/15/2016 |
| Quote # | 269 |

Tom Pearson
Denfeld Highschool
Public School Stadium

| | | | |
|-----------------|------------------------|--------------|-----|
| Contact: | Tom Pearson | Rep: | BJS |
| Phone: | 428-1948 | Memo: | |
| Email: | tom.pearson@isd709.org | | |

| QTY | Description | Price Each | Total |
|-----|---|------------|----------|
| 1 | Bird Netting -1" #126 Knotless Nylon Netting treated Black -5 large pieces, cut to approximate dimensions | 400.00 | 400.00 |
| 1 | Christiansen Net Installation - Estimated ~ 1 week -Includes 20' Scissor Lift for Installation | 4,650.00 | 4,650.00 |
| | Sales Tax | 7.375% | 0.00 |

| | |
|--------------|------------|
| TOTAL | \$5,050.00 |
|--------------|------------|

Thank you for contacting H. Christiansen Company. We look forward to doing business with you.

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: April 13, 2016

Re: Rock Probes for the Historic Old Central High School Parking Lot Retaining Wall

Attached please find two copies of the Agreement between Independent School District #709 and Braun Intertec to provide rock probing for the HOCHS Parking Lot Retaining Wall Improvements. The total cost of this work is estimated to be \$4,855.00.

I am recommending approval of the contract with Braun Intertec to perform the rock probing at HOCHS. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution.

Attachments

Authorization for Services

**BRAUN INTERTEC IS AUTHORIZED TO PROCEED
ACCORDING TO THE TERMS STATED HEREIN.**

Client Name: Independent School District #709
Contact: Kerry Leider
Address: 215 North First Avenue East
Duluth, MN 55802
Phone: 218-723-4139 Fax: 218-723-4194

PROJECT DATA
Project Quotation # QTB036880
Project Name: HOCHS Parking Lot Retaining Wall
Service Description (Scope):
12 Rock Probes, no sampling, boring logs only.
Location: Lave Avenue and 3rd Street
Client Project/PO #: _____

TERMS

**We will perform services according to our attached
General Conditions. Pricing will be:**

Actual costs depend on services performed.

- Budgeted at: \$4,855
- Lump sum of: _____
- Per Master Service Agreement dated: _____
- Change Order
- Other: _____

Authorizer's Signature: X Bill Hanson
Print Name: Bill Hanson
Date: 4/15/16 Title: CFO

**Authorizer responsible for payment unless alternate
Invoicee provides written confirmation and until accepted
by Braun Intertec.**

Invoicee Confirmation: X _____
(if different than authorizer)

Print Name: _____
Date: _____ Title: _____

Company: Independent School District #709
Address: 215 North First Avenue East
Duluth, MN 55802
Phone: 218-723-4139 Fax: 218-723-4194

**A signed copy of this authorization must be received by Braun
Intertec via fax or mail before work can proceed.**

| | Initials: | Date Sent: | Fax or Mail? |
|--------------------------|-----------|-------------|--------------|
| Sent to Authorizer: | <u>DM</u> | <u>4/13</u> | <u>Email</u> |
| Sent to Invoicee: | _____ | _____ | _____ |
| General Conditions sent: | <u>DM</u> | <u>4/13</u> | <u>Email</u> |

SCHEDULING RESPONSIBILITY

Braun Intertec: David Morrison Phone: 218.624.4967
Client Contact: _____ Phone: _____
Scheduled Start Date: _____

BRAUN INTERTEC CONTACT INFORMATION

Project Manager: David Morrison
Address: 4511 West 1st Street Suite 4
Duluth, MN
Phone: 218.624.4967 Fax 218.624.0196

METHOD OF PAYMENT (check one)

- Upon receipt of Invoice
- Prepay (attach check)
- VISA prepay
- VISA with invoice
- MasterCard prepay
- MasterCard with invoice

Card Holder Signature: X _____
Card Holder Name: _____
Card Number: _____
Expiration Date: _____

SPECIAL REQUIREMENTS, NOTES

Client:

Independent School District #709
Kerry Leider
215 North First Avenue East
Duluth, MN 55802
218-723-4139

Work Site Address:

Lake Avenue and East 3rd Street
Duluth, MN

Service Description:

Rock Probes

| | Description | Quantity | Units | Unit Price | Extension |
|---------------------|---|----------|-------|------------|-------------------|
| Phase 1 | Geotechnical Evaluation | | | | |
| Activity 1.1 | Site Layout - Staking - Utility Clearance - CADD | | | | \$615.00 |
| 205 | Site layout and utility clearance | 4.00 | Hour | 100.00 | \$400.00 |
| 3753 | Soil Boring Location Sketch Scaled | 1.00 | Each | 150.00 | \$150.00 |
| 1862 | DRIL Trip Charge | 1.00 | Each | 20.00 | \$20.00 |
| 5099 | Trimble R8 Rover (horizontal and vertical), per hour | 1.00 | Each | 45.00 | \$45.00 |
| Activity 1.2 | Drilling Services | | | | \$3,550.00 |
| 9100 | Flotation Tire Drill Rig and Crew, per hour | 13.00 | Each | 255.00 | \$3,315.00 |
| 1052 | Warning signs | 1.00 | Each | 185.00 | \$185.00 |
| 9738 | Bituminous patch, per bag | 2.00 | Each | 25.00 | \$50.00 |
| Activity 1.4 | Evaluation/Analysis/Reports | | | | \$690.00 |
| 138 | Project Assistant | 1.00 | Hour | 70.00 | \$70.00 |
| 118 | Staff Engineer | 3.00 | Hour | 110.00 | \$330.00 |
| 128 | Senior Engineer | 1.00 | Hour | 160.00 | \$160.00 |
| 125 | Project Manager | 1.00 | Hour | 130.00 | \$130.00 |
| | Phase 1 Total: | | | | \$4,855.00 |

| | |
|------------------------|-------------------|
| Proposal Total: | \$4,855.00 |
|------------------------|-------------------|

Memorandum

To: Bill Hanson

From: Kerry M. Leider 

Date: April 19, 2016

Re: Quote #4229 – District-wide Refrigeration Repair Services

Attached please find two copies of the Agreement between Independent School District #709 and Carlson Refrigeration to perform the Annual Refrigeration Repair Services from July 1, 2016 through June 30, 2017, with the option to renew for two (2) additional one-year periods if acceptable to both parties. The total annual cost of this work is estimated to be \$15,000.00.

I am recommending approval of the contract with Carlson Refrigeration to perform the District-wide Annual Refrigeration Repair Services. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of April, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Carlson Refrigeration, 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2016, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Perform all work as specified in Quote #4229 – Refrigeration Repair Services for the period from July 1, 2016 through June 30, 2017, with the option to renew for two (2) additional one-year periods if the amount is determined acceptable to both parties. This hourly rate contract award amount is estimated to be \$15,000.00 based on 200 estimated hours of labor at a rate of \$75.00 per hour. Total contract award amount to be determined through execution of this contract based upon actual work performed and rates as defined in the contractor's quote proposal.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Quotes, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$15,000.00. Contractors are 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 the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 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.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Carlson Refrigeration, 602 Ogden Avenue, Superior, WI 54880.

12. **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 ISD 709.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **Insurance.** 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:

20. **Workers' Compensation Insurance:** Contractor must provide Worker's 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.

21. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|-------------------------------|
| William Hanson | Director of Business Services |

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

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|--|
| David Spooner | Supervisor of Maintenance and Construction |

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

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

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

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

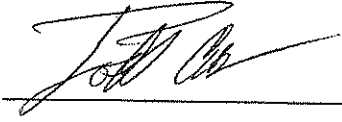
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

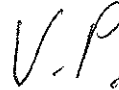


CFO/Executive Director of Business Services

CARLSON REFRIGERATION



By



Title

Taxpayer Identification Number

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: April 18, 2016

Re: Quote #4228 – District-wide Annual Fire Extinguisher Service

Attached please find two copies of the Agreement between Independent School District #709 and Northland Fire & Safety, Inc. to perform the Annual Fire Extinguisher Service from July 1, 2016 through June 30, 2017, with the option to renew for two (2) additional one-year periods if acceptable to both parties. The total annual cost of this work is estimated to be \$1,502.70.

I am recommending approval of the contract with Northland Fire & Safety, Inc. to perform the District-wide Annual Fire Extinguisher Service. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of April, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Northland Fire & Safety, Inc., an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2016, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Perform all work as specified in Quote #4228 – Annual Fire Extinguisher Service for the period from July 1, 2016 through June 30, 2017, with the option to renew for two (2) additional one-year periods if the amount is determined acceptable to both parties. The contract award amount is estimated to be \$1,502.70 based on criteria set forth in the Form of Quotation. Total contract award amount to be determined through execution of this contract based upon actual work performed and rates as defined in the contractor's quote proposal.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Quotes, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,502.70. Contractors are 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 the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 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.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Northland Fire & Safety, Inc., 2213 East 5th Street, Superior, WI 54880.

12. **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 ISD 709.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **Insurance.** 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:

20. **Workers' Compensation Insurance:** Contractor must provide Worker's 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.

21. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|-------------------------------|
| William Hanson | Director of Business Services |

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

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|--|
| David Spooner | Supervisor of Maintenance and Construction |

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

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

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

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

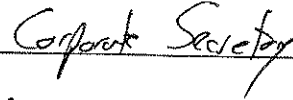


CFO/Executive Director of Business Services

NORTHLAND FIRE & SAFETY, INC.



By



Title

Taxpayer Identification Number

Memorandum

To: **Bill Hanson**

From: **Kerry M. Leider**

Date: **April 28, 2016**



Re: **Asbestos Project Design and Air Monitoring/Project Oversight for the Renovation of the Gymnasium Ceiling at Historic Old Central High School**

Attached are two (2) copies of the Agreement between Independent School District #709 and Arrowhead Consulting & Testing, Inc. to provide project design and air monitoring/project oversight for the gymnasium ceiling renovations at Historic Old Central High School. The total estimated cost of this service is \$8,500.00.

I am recommending approval of the agreement with Arrowhead Consulting & Testing, Inc. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into 12th day of April, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Arrowhead Consulting & Testing, Inc., an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 12, 2016 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide an asbestos project design package for the renovation of the Historic Old Central High School gymnasium ceiling. Project design cost estimate - \$1,500.00; Air monitoring/project oversight estimated cost based on 80 hours - \$7,000.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$8,500.00. Contractors are 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 the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 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.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of

any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Arrowhead Consulting & Testing, Inc., 5606 Miller Trunk Highway, Duluth, MN 55811

12. **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 ISD 709.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **Insurance.** 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:

20. **Workers' Compensation Insurance:** Contractor must provide Worker's 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.

21. **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.

ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Professional Liability:** Contractor is required to maintain insurance protecting it from claims 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 including coverage relating to asbestos and environmental hazards.

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|-------------------------------|
| William Hanson | Director of Business Services |

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

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|---------------------------|
| Kerry M. Leider | Property and Risk Manager |

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
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In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709

courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

WCHanson

CFO/Executive Director of Business Services

ARROWHEAD CONSULTING &
TESTING, INC.

Linda K. Thij

By

President

Title

411995343

Taxpayer Identification Number